JOHN BOSCO MUWONGE,
THE FRAUDSTER AND WHITE COLLAR CRIMINAL IN CHARGE OF STEALING ,FRAUDULENTLY TITLING AND DEVELOPING THE NABAGEREKA LAND DESPITE KNOWING THAT HE HAS NO LAND IN THAT LOCATION.
"Taken Without Notice"

OVERWHELMING EVIDENCE THAT SHOWS THAT SOME OF THESE KAMPALA SO CALLED RICH GUYS WILL ONE DAY ACCOUNT FOR SOME OF THESE MOST BRAZZEN THEFTS WHOSE EVIDENCE IS TRITE AND HERE BELOW.

(UNEARTHING ONE OF UGANDAS MOST BRAZZEN WHITE COLLAR CRIMINAL LAND GRABBING AND LAND TITLE FORGING SYNDICATE)

AUTHOR; OMULANGILA JJUUKO JOSEPH KIYIMBA

JUSTICE CAN ONLY BE DELAYED BUT NOT DENIED

CASE IN WHICH **THE MAORI PEOPLE *OWN THEIR*** LAND BACK AFTER ***SEVENTY*** YEARS

"EXAMPLE THAT SHOWS THAT,".....NO MATTER HOW LONG, A PEOPLE OR TRIBE THAT IS SERIOUS CAN NEVER LOOSE THERE LAND....."

The historic "Nelson Tenths" property dispute—New Zealand's longest-running legal case—was officially settled. The Crown returned 3,068 hectares of ancestral land (including areas in the Abel Tasman National Park) and paid $420 million in compensation to Māori descendants to rectify an unfulfilled land promise dating back to 1839.

Key Details of the Historic Deal

1. **The Land Returned:** 3,068 hectares (approximately 7,583 acres).
2. **Notable Sites:** Includes the Kaiteriteri Recreation Reserve and a significant portion of the Abel Tasman Coast Track Great Walk.
3. **Compensation:** A $420 million payment for the land sold by the Crown over the past 180 years and lost earnings.
4. **Public Access:** A 25-year agreement guarantees continued public access to government-managed sites and conservation trails

Background of the Case

a) **The Original Agreement:** In 1839, the New Zealand Company purchased land for European settlement around the Nelson and Tasman regions. A core condition of this deal was that 10% of the land (the "Nelson Tenths") would be reserved for the Māori customary owners and their descendants.

b) **The Breach:** This promise was not honored, and much of the designated land was sold or alienated by the Crown.

c) **The Litigation:** Customary landowners began fighting this in the courts decades ago, with a key phase led by kaumātua (elders) spanning nearly 40 years. This ultimately led to a landmark 2017 Supreme Court victory and a final High Court agreement.

We have the records in place, and once the record are available fraud can be litigated any time because, in Faison v. Lewis (2015 NY Slip Op 04026), the Court of Appeal ruled that there is no statute of limitations to challenge or set aside a forged deed and title as well. The landmark decision established that a forged deed and title as well are void ab initio (null from its inception) and can never gain legal validity, even after the passage of time.

Criticisms of the Uganda National Land Information System (UgNLIS) center not on the digital technology itself, but on the **human corruption, data manipulation, and administrative loopholes** that still allow for **fraudulent land transactions.** The system is frequently described as compromised due to several key vulnerabilities.

So it just a matter of time, we will recover our land, it may not be now but trust me it's a matter of time. Property disputes don't destroy land, they destroy families, wealth, and peace. The real war is fought in courtrooms, not on fields. Property rights are the foundation necessary to explain the role of non-aggression. In other words, the non-aggression principle is simply another of way of saying individuals have a right against aggression from others as a result of property. So it's just a matter of time, we will get our land back.

"Omulangila Jjuuko Joseph Kiyimba of Kansiiri, Busiro, Buganda Province"

WHY JOHN BOSCO MUWONGE CANNOT BE PAID UNITED STATES DOLLARS 100,000,000/- OF UGANDAN TAXPAYER MONEY OVER THE 11 ACRES HE OBTAINED THROUGH A SCHEME OF FRAUDULENT CONTRIVANCE HEREIN DETAILED

BY: OMULANGILA JJUUKO JOSEPH KIYIMBA

JOHN BOSCO MUWONGE, THE FRAUDSTER AND WHITE COLLAR CRIMINAL AND MINSA KABANDA THE MINISTER FOR KCCA,

WANTS USH360 BILLION FROM KISENYI LAND DISPUTE AND WHY UGANDANS HAVE ALWAYS LOST MONEY TO SUCH SCHEMES

THE DUE DILIGENCE INFORMATION THAT RELATES TO THE 120 ACRES OF LAND ON KIBUGA BLOCK THAT HOUSES OWINO MARKET, ST.BALIKUDEMBE SHIRINE, NAKIVUBO PRIMARY SCHOOL, NAKIVUBO SETTLEMENT AND OTHER INSTALLATIONS ORIGINALLY TITLED

MRV 12 FOLIO 11,F.C 8639 THAT CONSISTS OF 110.05 ACRES

Re; PREVENTING THE LOSS OF UGANDA SHILLINGS 352,183,000,000/-(Uganda Government Three Hundred Fifty Two Billion One Hundred Eighty Three Million) or USD 100,000,000/-(United States Dollars One Hundred Million) BY THE UGANDA GOVERNMENT THAT WAS ALMOST GOING TO BE PAID TO THE SCHEME OF FRAUDLENT CONTRIVANCE HATCHED BY BOOST INVESTMENTS LIMITED ,JOHN BOSCO MUWONGE, THE BUGANDA LAND BOARD CORPORATE FAÇADE AND COMMISSIONER LAND REGISTRATION, THE COMMISSIONER VALUATION, THE PRINCIPLE GOVERNMENT VALUER, THE GOVERNMENT VALUERS AND THE MANAGER LAND MANAGEMENT UNIT, KCCA TOGETHER WITH ANDREW NYUMBA, PERMANENT SECRETARY VIDES THE REPORT THAT WAS DONE WITH

THE INTENTION OF MAKING H.H Daudi Chwa and if dead His Lineal Descedants and Beneficiaries from ever accessing there land by the above named parties who had hatched up a scheme of Trespass Taking and claiming the said Compensation from the Government over land that they do not own through the use of a REPORT THAT YOU WILL SEE.

I have received a complaint from **Mr. Lubega Richard, the Chairman of the Federation of Kampala Hawkers and Vendors Associations (U) Limited** who has addressed his problem to me about the detailed ownership of the land on **MRV 12 Folio 11,F.C 8639 that consists of 110.05 acres** that was originally registered in the names of **the late H.H Daudi Chwa of Salaama Munyonyo, Makindye Sabagabo,Kyadondo Buganda Province on the 29th Day of June 1911 vides a copy of title that you will see below,** that was partly sold to Government of Uganda (26 acres),partly allotted to the beneficiaries and lineal descedants of H.H Daudi Chwa and living a residue by balance of **about 10 acres more or less that are the issue of contention here in over** which **Boost Investments Limited Of P.O.Box 30172, And Bosco Muwonge A Kampla Land Title Forging Guru** as a proceed of a scheme of fraudulent contrivance hatched between then, the Buganda Land Board Corporate Façade, Commissioner Land Registration, The Commissioner Valuation, The Principle Government Valuer, The Government Valuers And The Manager Land Management Unit, KCCA Together With Andrew Nyumba, Permanent Secretary had made the report, forged titles whose copies you will see below and then created an environment taint with undue influence and duress that would then finally put the Government of Uganda into a position that it would then pay **Uganda Shillings 352,183,000,000/-(Uganda Government Three Hundred Fifty Two Billion One Hundred Eighty Three Million) or**

USD 100,000,000/-(United States Dollars One Hundred Million) in return for the forged titles that they are using as the basis of claim using the forged deeds and titles that you will see over the land that rightfully belongs to **my father the Late Omulangila George William Mawanda** for it falls under the unwilled and leased properties of his father H.H Daudi Chwa, that was by will of our grandfather allotted to my father and for which I now seek your intervention and action.

Boost Investments Limited Of P.O.Box 30172, And Bosco Muwonge A Kampla Land Title Forging Guru have no right to bring up the above claims to the Government of Uganda and they also have to right to vacate the Kampala Hawkers and Vendors who are presently working at that location. The detailed report that has all the legalese both substantive and formal explains why the above named persons have no right of claim over the said land.

By taking immediate action on the said parties we will save the Government of Uganda from loosing USD 100,000,000 to the fraudsters, **Boost Investments Limited Of P.O.Box 30172, And Bosco Muwonge A Kampla Land Title Forging Guru, Buganda Land Board Corporate Façade and the others that they had hatched with this scheme of fraudlent contrivance** with the intention of causing Uganda Financial loss.

I am also aware of the National Development Plan IV that is the Government Strategy to develop the nation to middle income status. We believe that in the interest of the Government and in line with the aspirations of the President of Uganda that you will see below, we can lease the land in question to the state subject to terms and conditions that we will agree subsequent,

when this fraud has been unearthed by you and the culprits therefore subject to accountability.

Based on the prior mentioned brief, we seek for your assistance and intervention into this matter so that the Hawkers and vendors, Ugandans, together with the lineal descedants and beneficiaries of the Estate of George William Mawanda can finally benefit equitably from there estate.

Your consideration for the above mentioned prayers will be taken with every high regards.

Kind Regards

……

Omumbejja Faridah Mpologoma
Taller Head for the Family of the Late
George William Mawanda and the House of
His Highness Daudi Chwa of Salama, Munyonyo
Makindye Sabagabo, Buganda Province
Kampala Uganda
Mobitel;+256753670589

AND
Omulangila Jjuuko Joseph Kiyimba
Project Matrix Manager
Mobitel;+256704725994

RE: **THE OWNERSHIP OF THE LAND AT NABAGEREKA IN MENGO KISENYI THAT A KAMPALA BUSINESS BY THE NAMES OF JOHN BOSCO MUWONGE WANTS TO SELL TO THE UGANDA GOVERNMENT AT USD 100,000,000/-(UNITED STATES ONE HUNDRED MILLION DOLLARS) USING A FORGED FREEHOLD TITLE THAT THEY HAVE MANUFACTURED OVER THE SAME AS A RESULT OF A SCHEME OF FRAUDLENT CONTRIVANCE BETWEEN THE UGANDA LAND COMMISION AND OTHERS**

We have just seen THE REPORT AND COMPLAINT FILED BY THE FEDERATION OF KAMPALA HAWKERS AND VENDERS ASSOCIATIONS (U) LIMITED, about our land that is located at FORMER NABAGEREKA PRIMARY SCHOOL ON MWANGA 11 ROAD IN KISENYI,MENGO at old kampala IN KYADONDO,BUGANDA PROVINCE whose ownership is in the names of our great grandfather Daudi Chwa and his beneficiaries VIDES the copy of title that you will see subsequent and not Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge who both claim the land in question with titles that have no correlation with effect 68 of the Registration of Titles Act,Cap 230 and are rooted in fraud as you will have the same properly accouted for vides the presents subsequent. The Land they want to steal is private mailo and cannot hold a freehold title or lease from the Buganda Land Board

corporate façade, leases from the KCCA and the Kampala District Land Board vides the intel herein formerly expressed per se.

Effect 68 of the Registration of Titles Act,Cap 230 states as per here under

68. History of various dealings affecting land to be preserved

Such references shall be noted in the Register Book and on instruments filed hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

Please note that the copy of title that has just been sent to you **applies to the 110 acres of land for Daudi Chwa and its distribution. Daudi Chwas title and his beneficiaries is supported by effect 7(3), 59,60, 64,65,68 and 176 (e)** that I will share with you subsequent.

7. Future grants and final mailo certificates to be registered

(1)The grants in fee or for years of all surveyed public lands remaining unalienated and all final mailo certificates which have not been issued prior to the commencement of this Act shall be in duplicate and in addition to proper words of description shall refer to a plan of the land, and shall be delivered to the registrar, who on payment of the fee, if any, in respect of the assurance of title shall register the grant or final mailo certificate in the manner hereafter directed.

(2)Registration under subsection (1) shall be deemed and taken to be an enrollment of record of the grant or certificate, and that enrollment shall relate back to the day of the date of the grant or final mailo certificate, and either part of the grant or final mailo certificate when registered under this Act shall be sufficient evidence of a

duly enrolled grant or final mailo certificate of the land described in it to or in favour of the person named in it made or issued on the day of the date thereof.

(3)All land included in any final mailo certificate whenever issued shall after the commencement of this Act be subject to the operation of this Act and shall be deemed to have been registered under it, and no application to bring such land under the operation of this Act shall be necessary.

(4)In subsection (1)—

(a)"grants in fee" includes any notice issued under rule 16 of the Crown Lands (Adjudication) Rules, and any instrument or notice declared in any rules made under the Public Lands Act to be a grant in fee for the purposes of that subsection;

(b)"grants for years" includes any lease granted by an urban authority under the Public Lands Act, and any instrument or notice declared in any rules made under that Act to be a grant for years for the purposes of that subsection.

Please note that Daudi Chwas ownership of the said land is supported by **effect 7(3) of the Registration of Titles Act,Cap 230** of the Laws of Uganda. His Ownership is further supported by the effects subsequent also from the Registration of Titles Act,Cap 230 of the laws of Uganda.

59. Certificate to be conclusive evidence of title

No certificate of title issued upon an application to bring land under this Act shall be impeached or defeasible by reason or on account of any informality or irregularity in the application or in the proceedings previous to the registration of the certificate, and every certificate of title issued under this Act shall be received in all courts as evidence of the particulars set forth in the certificate and of the entry of the certificate in the Register Book, and shall be conclusive evidence that the person named in the certificate as the proprietor of or having any estate or interest in or power to appoint or dispose of the land described in the certificate is seized or possessed of that estate or interest or has that power.

60. Certificate conclusive evidence as to title to easements

Whenever any certificate of title or any duplicate registered or issued under any of the provisions or otherwise under the operation of this Act contains any statement to the effect that the person named in the certificate is entitled to any easement specified in the certificate, the statement shall be received in all courts as conclusive evidence that he or she is so entitled.

64. Estate of registered proprietor paramount

(1)Notwithstanding the existence in any other person of any estate or interest, whether derived by grant or otherwise, which but for this Act might be held to be paramount or to have priority, the proprietor of land or of any estate or interest in land under the operation of this Act shall, except in the case of fraud, hold the land or estate or interest in land subject to such incumbrances as are notified on the folium of the Register Book constituted by the certificate of title, but absolutely free from all other incumbrances, except the estate or interest of a proprietor claiming the same land under a prior registered certificate of title, and except as regards any portion of land that by wrong description of parcels or boundaries is included in the certificate of title or instrument evidencing the title of such proprietor not being a purchaser for valuable consideration or deriving from or through such a purchaser.

(2)Notwithstanding subsection (1), the land which is included in any certificate of title or registered instrument shall be deemed to be subject to the reservations, exceptions, covenants, conditions and powers, if any, contained in the grant of that land, and to any rights subsisting under any adverse possession of the land, and to any public rights of way and to any easements acquired by enjoyment or use or subsisting over or upon or affecting the land, and to any unpaid rates and other monies which without reference to registration under this Act are by or under the provisions of any written law declared to be a charge upon land in favour of any Government department or officer or any public authority, and to any leases, licences or other authorities granted by the Governor or any Government department or officer or any public authority, and in respect of which no provision for registration is made and also, where the possession is not adverse, to the interest of any tenant of the land, notwithstanding the same respectively are not specially notified as incumbrances on the certificate or instrument.

65. Easements existing under deed or writing to be noticed as incumbrances

Notwithstanding the reservation in section 64 of any easements subsisting over or upon or affecting any land comprised in any certificate of title, the registrar shall specify upon any future certificate of the land and the duplicate of the certificate as an incumbrance affecting the land any subsisting easement over or upon or affecting the land which appears to have been created by any deed or writing.

68. History of various dealings affecting land to be preserved

Such references shall be noted in the Register Book and on instruments filed hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

176. Registered proprietor protected against ejectment except in certain cases

No action of ejectment or other action for the recovery of any land shall lie or be sustained against the person registered as proprietor under this Act, except in any of the following cases—

(a)the case of a mortgagee as against a mortgagor in default;

(b)the case of a lessor as against a lessee in default;

(c)the case of a person deprived of any land by fraud as against the person registered as proprietor of that land through fraud or as vb against a person deriving otherwise than as a transferee *bona fide* for value from or through a person so registered through fraud;

(d)the case of a person deprived of or claiming any land included in any certificate of title of other land by misdescription of the other land or of its boundaries as against the registered proprietor of that other land not being a transferee of the land *bona fide* for value;

(e)the case of a registered proprietor claiming under a certificate of title prior in date of registration under this Act in any case in which two or more certificates of title may be registered under this Act in respect of the same land, and in any case other than as aforesaid the production of the

registered certificate of title or lease shall be held in every court to be an absolute bar and estoppel to any such action against the person named in that document as the grantee, owner, proprietor or lessee of the land described in it, any rule of law or equity to the contrary notwithstanding.

WHY JOHN BOSCO MUWONGE AND OWESAZA OF BUGANGAIZI, THE BUGANDA LAND BOARD CORPORATE FAÇADE AND BOOST INVESTMENTS LIMITED CANNOT OWN THE LAND IN QUESTION

The power of the Chief Registrar of Titles was provided for under **Section 69 of the Registration of Titles Act (Cap 205) (1964 Edition)** which was the law in force at the time. The said section was repealed by **Section 97 of the Land Act, No. 16 of 1998**, which provides as follows

"The Registration of Titles Act is amended by repealing Section 69 and paragraph (a) of Section 178."

The provision was replaced by the **current Section 91 of the Land Act (Cap.227) which provides for the power of the Commissioner for Land Registration (previously the Chief Registrar of Titles). The repealed Section 69 (supra)** provides that;

"……In case it appears to the satisfaction of the registrar that any certificate of title or instrument has been issued in error or contains any misdescription of land or boundaries, or that any entry or endorsement has been made in error on any certificate of title or instrument, entry or endorsement has been fraudulently or wrongfully obtained or that any certificate of title or instrument is fraudulently or wrongfully retained, he may in writing require the person to whom such document has been so issued or by whom it has been so obtained or is retained to deliver up the same for the purpose of being cancelled or corrected or given to the proper party, as the case requires; and, in case such person refuses or neglects to comply with such requisition,

the registrar may apply to the High Court to issue a summons for such person to appear before such Court and show cause why such certificate of title or instrument should not be delivered up for the purpose aforesaid; and if such person when served with such summons refuses or neglects to attend before such Court at the time therein appointed, it shall be lawful for the Court to issue warrant authorizing and directing the person so summoned to be apprehended and brought before the Court for examination."[Emphasis mine]……."

A careful reading of the provision reveals that the actions of the **Chief Registrar of Titles in the instant case were, with due respect, grossly irregular, illegal, and done in utter disregard** of the law.

Nowhere under **Section 69 (supra) was the Chief Registrar of Titles empowered to cancel an entry of any person on a title, even if the entry had been erroneously or illegally or fraudulently and wrongfully procured without first giving a hearing to the person to be affected by the decision.** The purpose of the notice was to summon the person to attend to the Chief Registrar of titles, but the notice could not serve as or substitute the requirement for a hearing. If the person failed or neglected to appear in accordance with the notice, the Chief Registrar of Titles was required to apply to the High Court to compel the person by summons to appear before the Court and show cause why action should not be taken on the title. If the person still failed or neglected to appear, the High Court would issue a warrant of arrest against the person to be apprehended and be brought before the Court for examination. The clear import of the provision is that even where the High Court issued summons or warrant of arrest no cancellation would be effected without first "examining" the person on his or her entry on the title.

My findings are fortified by the fact that reference to the phrase "fraudulently" was deliberately omitted by the Legislature from provision on the powers of the Commissioner for Land Registration

under the amending Land Act, (supra) when fraud is alleged. It is trite law that where allegations of fraud on title are made the burden lies on the person alleging the same to file a suit in court for the cancellation of the entry. This is because, as was held in the case of **A.K. Detergents Ltd. v. G.M. Combine (U) Ltd. (1999) KALR 536,** the allegations of fraud are quite serious in nature and require be specifically pleading and proving before a court of law beyond mere balance of probability though not necessarily beyond reasonable doubt. Needless to state that, **fraud is not an "error" or "mistake"** because it goes to the root of the title and requires proof to the standard stated in **A.K. Detergents Ltd. v. G.M. Combine (u) Ltd case (supra)** and the level of adjudication that could be by the Chief Registrar of Titles. Recourse had to be had to the High Court in all such cases where fraud was alleged.

In the instant case, if indeed the signature against the entry of **Daudi Chwa and his beneficiaries of which I am party because at the time Daudi Chwa was already dead**'s names on the title was forged, that would amount to fraud. Since Daudi Chwa had not appeared as per the notice, **it was a requirement of the law under Section 69 (supra) for the Chief Registrar of Titles to apply to the High Court to issue a summons for the defaulting party to appear before the Court and show cause why his entry on the title should not be cancelled.** At no time was the Chief Registrar of Titles empowered to take a unilateral decision to cancel an entry. Therefore, by cancelling **Daudi Chwa and his beneficiaries'** entry and re-entering names of **Uganda Land Commission on the title, the Chief Registrar of Titles acted ultra vires his statutory power, which rendered his actions and decision null and void and its with this wisdom that both <u>Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of</u>**

Assets and Properties) Act ,Cap 243 and John Bosco Muwonges claims be relegated.

A cursory look at the claim also indicates that this is private mailo land that falls under the domain of The Registration of Titles Act,Cap 230 of the Laws of Uganda.

68. History of various dealings affecting land to be preserved

Such references shall be noted in the Register Book and on instruments filed hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

The Chief Registrar of Titles was also put on notice that the certificate of title was held subject to the **provisions of Section 59 RTA (supra)** and that the intended cancellation could only be justified by an order of the High Court.

Section 59 (supra) essentially provides for the indefeasibility of a certificate of title and the registered proprietor as follows;

"No certificate of title issued upon an application to bring land under this Act shall be impeached or defeasible by reason or on account of any informality or irregularity in the application or in the proceedings previous to the registration of the certificate, and every certificate of title issued under this Act shall be received in all courts as evidence of the particulars set forth in the certificate and of the entry of the certificate in the Register Book, and shall be conclusive evidence that the person named in the certificate as the proprietor of or having any estate or interest in

or power to appoint or dispose of the land described in the certificate is seized or possessed of that estate or interest or has that power."

A registered proprietor of land is protected **under Section 176 RTA (supra)** .The relevant part thereof states as follows;

"No action of ejectment or other action for the recovery of any land shall lie or be sustained against the person registered as proprietor under this Act, except in any of the following cases—

(a) ……;

(b) ……..;

(c) the case of a person deprived of any land by fraud as against the person registered as proprietor of that land through fraud or as against a person deriving otherwise than as a transferee bona fide for value from or through a person so registered through fraud;…"

When **Section 69(supra) 59(supra) and 176(supra)** are read together, they leave no doubt that the Chief Registrar of Titles acted contrary to the law in cancelling Daudi Chwa's entry and substituting the names of **John Bosco Muwonge and Buganda Land Board, The Uganda Land Commission, David Wasajja, Ibrahim Kabanda Kironde, Kaaya Kavuma and the KCCA** on the title. The failure to comply with provisions of the law meant that the Chief Registrar of Titles exercised power illegally with material irregularity, which rendered his actions on the title null and void. It was held **Makula International Ltd. v. His Eminence Cardinal Nsubuga & A' nor [1982] HCB 11** that an illegality once brought to the attention of court cannot be condoned.

Apart from the above, it also found that by taking a decision affecting rights of the Daudi Chwa and if dead his beneficiaries title without according them opportunity to be heard the Chief Registrar of Titles exercised power improperly. This invariably violated the cardinal principle of natural justice as relates to a fair hearing, and that a party shall not be condemned unheard. It is settled that an administrative body/person acts improperly and or illegally where it/he exercises its/his power to decide a question without affording a party affected by the decision an opportunity to be heard, or where the procedure adopted in dealing with the dispute is contrary to principles of natural justice. **See: Re: Musinguzi Geoffrey and Kiruhura District Local Administration, HCT– 05 – CV – MA – 193 – 2011 (unreported).** It is also the trite law that a decision reached by an administrative body/person which violates principles of natural justice shall not be left to stand. **See: See Sharp v. Welefield (1981) A.C 173** which was relied upon in **Re: Interdiction of Bukeni Fred Misc. Appl.No. 139 of 1991, per Musoke – Kibuuka J.**

THE UGANDAN COMMISONER FOR LAND REGISTRATION AND ADMNISTRATION BY **THE NAMES OF SARAH BASANGWA KULATTA TOGETHER WITH MINISTER DAUDI MIGEREKO AND OTHERS INDEED CONFISCATED THE TITLES THAT COMPLY WITH CHAPTER 228 OF THE LAWS OF UGANDA(LAND IN BUGANDA,PROVISIONAL CERTIFICATES 1922) AND THE REGISTRATION OF TITLES ACT,CAP 230 (1924). THE TITLES FOR DAUDI CHWA** FOR THIS LAND WAS PART OF THIS LOOT TAKEN AND THAT'S WHY IT DOES NOT APPEAR ON THE LANDS COMPUTERISED MANAGEMENT INFORMATION SYSTEM.

INTERNAL MEMO

To: C/S&M

C.c. PS

From: Ag.DLM/CLR

Date: 8/5/2014

RE: **RETURN OF MICROFILM RECORDS**

Joseph

This is to require you again to complete the arrangement. You need to have all the films sent by the given deadline.

15/04/14

You recall that a decision was made at the Heads of Departments meeting that you return all the microfilm records. You recall that the reason behind it was that Entebbe Mapping and Surveys was giving out information to the public which was misleading. We have discussed this on many occasions.

A case in point is Busiro Block 453 Plot 32 where you gave out information to the CIID/Commandant Land Protection Police Unit. Based on your report, it was aired on the UBC and NTV Medias that all the titles which are coming out of this land are forged and the police stated that they are basing on your report. As the author of the report I should have hoped that you would have corrected the police but so far I have not seen any response from you.

As Land Registration Department we have impressed it upon you that it is best if you are giving out microfilm information it should be complete to the present. For one reason or another you have not sent all the microfilm records.

Can you please arrange and have the microfilm records sent to Land Registration by Friday, 16th May 2014.

Sarah Kulata Basangwa
Ag.DLM/CLR

SURVEYS & MAPPING DEPARTMENT
RECEIVED
15 MAY 2014
P.O. BOX 1, ENTEBBE

INTENAL MEMO

TO: AG. DLM

C.C MINISTER
C.C ALL MINISTERS OF STATE
C.C PS

FROM: CSM

DATE: 16TH MAY 2014

RE: TRANSFER OF MICROFILM RECORDS FROM ENTEBBE LAND OFFICE TO KAMPALA HEADQUARTERS

Reference is made to your Internal Memo dated 18th November 2013, concerning the above captioned subject.

As requested please receive some of the Microfilm records which have been organized and ready for you to receive.

Microfilm records which have been sent, cover the following counties:

County	Block Name	Block Numbers	
Kyadondo	Kyadondo	27-37	}
Kyadondo	Kyadondo	249-271	}
Kyadondo	Kyadondo	265	} 6 Films
Kyadondo	Kyadondo	244	}
Kyadondo	Kyadondo	215-221	}
Kyadondo	Kyadondo	60-67	}
Busiro	Busiro	553-604	}
Busiro	Busiro	514-552	}
Busiro	Busiro	341-377	}
Busiro	Busiro	106-144	} 7 Films
Busiro	Busiro	314, 474, 476	}
Busiro	Busiro	412-466	}
Busiro	Busiro	159-194	}
Singo	Singo	1-30	}
Singo	Singo	544-577	}
Singo	Singo	472-503	} 6 Films
Singo	Singo	31-60	}
Singo	Singo	107	}

Singo	Singo	108-123 }	
County	**Block Name**	**Block Numbers**	
Bulemezi	Bulemezi	875-993 }	
Bulemezi	Bulemezi	654-706 }	
Bulemezi	Bulemezi	215-380 & 434-691	} 5 Films
Bulemezi	Bulemezi	991-1025 & 133-223	}
Bulemezi	Bulemezi	204-232 }	
Singo	Singo	629-739}	
Singo	Singo	170-189}	
Singo	Singo	303-328}	5 Films
Singo	Singo	615-650}	
Singo	Singo	367-414}	
Bulemezi	Bulemezi	297-316}	
Bulemezi	Bulemezi	741-821}	
Bulemezi	Bulemezi	70-88 }	
Bulemezi	Bulemezi	668-739}	7 Films
Bulemezi	Bulemezi	233-249}	
Bulemezi	Bulemezi	706-943}	
Bulemezi	Bulemezi	180-203}	
Kyadondo	Kyadondo	118-130}	
Kyadondo	Kyadondo	154-193}	
Kyadondo	Kyadondo	82-86	} 4 Films
Kyadondo	Kyadondo	101-117}	
Busiro	Busiro	86-101 }	
Busiro	Busiro	195-240}	4 Films
Busiro	Busiro	468-513}	
Busiro	Busiro	269-279}	
Singo	Singo	504-524}	
Singo	Singo	269-302}	
Singo	Singo	449-451}	4 Films
Singo	Singo	- -749}	
Bulemezi	Bulemezi	632-788}	
Bulemezi	Bulemezi	916-990}	
Bulemezi	Bulemezi	2-12	} 5 Films
Bulemezi	Bulemezi	32-53 }	
Bulemezi	Bulemezi	297-316}	
Agreements and Transfers			} 2 Films
Total Number of Films			**55 Films**

Please note that the Blocks were based on Counties and the Microfilm records which have been sent are of the Counties on Blocks.

I have also sent you Mr. Dan Mukiibi (Lithographer) to assist you to set-up a mini Laboratory for storing the films. There is need to make some back-ups and to procure a microfilm reader.

Please acknowledge receipt of the films.

M.N. Kajumbula
COMMISSIONER, SURVEYS AND MAPPING

Now that the state and Parliament of Uganda has known who the custodian of the information that relates to **effect 68 of the Registration of Titles Act,Cap 230 that I will share with you below, it's important to note that even the USD 21,000,000/- Computerized Lands Management Information system does not make sense and from the above its easy to construe why you will find that the title copy that was obtained from the Ministry of Lands,Housing and Urban Development that you are privy to below has a cancelled stamp** that has no legal justification as you will find out subsequently.

Please see what effects 68 of the Registration of Titles Act,Cap 230 of the laws of Uganda has to say..

> **68. History of various dealings affecting land to be preserved**
>
> Such references shall be noted in the Register Book and on instruments filed hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

For those who have been to law school, when the above effect is interpreted using the **literal rule it does not make sense at all so you have to apply the mischief rule of legal interpretation.**

This rule gives a judge more discretion than either the literal or the golden rule. This rule requires the court to look to what the law was before the legislation was passed in order to discover what gap or mischief the legislation was intended to cover. The mischief rule**["Interpretation of the law - mischief rule". legal-directory.net. Archived from the original on 13 December 2005. Retrieved 12 January 2022.]** is one of three rules of statutory interpretation traditionally applied by English courts,**["The**

notion has long prevailed that three different rules or approaches may be employed in ascertaining the meaning of a statute. First, there is said to be the "purpose" approach or "mischief rule"... Then there is said to be the "literal" approach or "plain meaning" rule... Finally there is what is called the "golden rule"... Source: Elmer Driedger, Construction of Statutes. Toronto: Butterworth's, 1983, p. 1] the other two being the "plain meaning rule" (also known as the "literal rule") and the "golden rule". It is used to determine the exact scope of the "mischief" that the statute in question has set out to remedy, and to guide the court in ruling in a manner which will "suppress the mischief, and advance the remedy".

The mysterious removal of the above information from the manual lands management information system by Sarah Basangwa Kulatta has led to the promotion of title forgery that we are seeing here and now that was done by the Uganda Land Commission and John Bosco Muwonge because its then becomes hard for the lay man not this knowledgeable to ably construe the copy of titles that are presented before them by the Ministry of Lands, Housing and Urban Development. Its such dishonesty that triggered the wisdom that you will subsequently see drawn from the ruling in **konda Zimula v Byarugaba & Anor (HCCS 66 of 2007) [2014] UGHCLD 68 (10 November 2014 that even causes significant doubt in the information held by the Ministry of Lands, Housing and Urban Development. I will finally construe that Sarah Basangwa Kulatta and her cronies then at the Ministry of Lands are fraudsters and white collar criminals who need to be investigated on by the parliament of Uganda based on the wisdom herein. The prior mentions are substantiated by the precedent subsequent.**

In the case **of Kampala Battlers Ltd v. Damanico (U) Ltd., S.C.C.A No. 22of 1992, Wambuzi, CJ (at page 5 of his judgment**) quoting the trial judge on the definition of fraud that stated that;

"It is well established that fraud means actual fraud or some act of dishonesty."

With the above information in your ambit, it's very important for you to note that the wisdom subsequent that we was given by Lord Justice J.W Kwesiga in the case of **konda Zimula v Byarugaba & Anor (HCCS 66 of 2007) [2014] UGHCLD 68 (10 November 2014)** is very critical for any one acquiring property in Uganda for which the Kampala Capital City Authority is part. Please see it below.

> Any person who puts up a defence of being a bona fide purchaser has the burden of proof to adduce evidence that establishes that he or she is actually a bona fide purchaser for value without Notice of any fraud. He must prove the following elements of this defence:-
>
> a. That he has a valid Title from a person registered as a proprietor.
>
> b. Must have paid valuable consideration.
>
> c. Must have acted in good faith without Notice of fraud whether actual or implied.
>
> See DAVID SEJJAKA Vs REBECCA MUSOKE. Supreme Court, Civil Appeal No. 12 of 1985.

The learned Author, L. VOUMARD Q.C. in SALE OF LAND IN VICTORIA, 2nd Edition page 402 stated:

> "*The duty of a purchaser or a mortgagee to investigate the Title is not a duty owing to the holder or the possible holder of a latent Title or security. It is a merely the course which a man dealing bona fide is proper and usual manner for his own interest ought by himself or his solicitor to follow that course the omission of it may be a thing requiring to account for or explained. It may be evidence of a design inconsistent with what a bona fide dealing to avoid knowledge of the true state of Title... a purchaser who knows that the property purchased is in occupation of some person other than the Vendor is affected with constructive notice of the right of the occupier but if he registers a conveyance without making further inquiries he will lose the benefit of*

registration only if in the circumstances of the case abstention from inquiry evidences a want of good faith."

In my view the above statement is the correct legal position which must be applied in each case and the decision should be made based on facts and circumstances of each individual case.

In the case before me, the Defendant contends that he is a bona fide purchaser for value without any Notice of fraud. That at the time of purchase the second Defendant (the Seller) was the registered proprietor of the suit land. He produced exhibit D.6 in proof of this fact and submitted that the principle of law that protects him was settled in ORINDA DE SOUZA Vs KASAMALI MANJI (1962) EA at page 758. That:-

"*The cardinal principle of the Statute is that the Register is everything, and that except in cases of actual fraud on the part of the person dealing with the registered proprietor has an indefeasible Title against all the world."*

My view is that this principle has been further qualified by the detailed position stated by L. VOUMARD Q.C. (Supra).

In my view, the law has not been static and the duty to do due diligence in the designs of fraud requires the intending purchaser to do more than merely looking at the Certificate of Title but to investigate the validity of the Title. **The mischief of fraud and elements of fraud have overtime mutated to involve the Registrars of Titles. For instance, there are cases where Instrument numbers that are used to register proprietorship have been found to be none existent or Instruments that rightly belong to other properties e.g. for caveats.** This necessitates departure from what the position of the Courts in 1962, **52 years ago when the case of De SOUZA (Supra) was decided. I have found more instructive authority in a more recent decision by the Uganda superior Court, in the case of:- SIR JOHN BAGEIRE Vs AUSI MATOVU C.A. NO. 7 OF 1996 (C.A.U.)**

The Court of Appeal considered what was expected, in that case, to discharge the burden of proving the plea of being a bona fide purchaser for value without Notice and His Lordship G. M. OKELLO, J. A, (as he then was) stated:-

"*It must be noted that Lands are not vegetables which are bought from unknown sellers. Lands are very valuable properties and buyers are expected*

to make thorough investigations not only of the land but also of the owner before purchase."

So with the above wisdom in your ambit, you will be a value add to Uganda because you will have exercised the correct legal wisdom that pertinent to property acquisition.

The good thing is that you are also privy to the information that shows the fraud that has always been done by the Ministry of Lands,Housing and Urban Development staff above.

EVIDENCE THAT PROVES THAT OWESAZA OF BUGANGAIZI BUT CURRENTLY REGISTERED IN THE KABAKA OF BUGANDA by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and JOHN BOSCO MUWONGE, UGANDA LAND COMMISION HAVE NO LAND AT NABAGEREKA PRIMARY SCHOOL LOCUS IN COMPLIANCE WITH THE LAW TOGETHER WITH THE LAND THAT THE HAWKERS IN UGANDA PRESENTLY OCCUPY VIDES THE PRESIDENTIAL DIRECTIVE.

There is something so crazy with the **Nabagereka Land that was stolen by the Uganda Land Commission, Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge, The Kampala District Land Board** among others on which they even forged freehold titles. **It's interesting that the commission of inquiry into land matters tried to investigate this matter but then it died a natural death**. It's also interesting that such things have **David Wasajja** involved in them.

The matter is now up for public consideration and is being presented in this book for the public to know what exactly happened to the Nabagereka land that of recent **John Bosco Muwonge wanted to sale for USD 100,000,000/=(United States Dollars One Hundred Million)** using a forged freehold title done over mailo in breach of effect 68 of the Registration of Titles Act,Cap 230 that he will have to account for. **I am open to the fact that since this is Uganda, a school of lawyers will want to come out and say that the title that he holds is supported by the statute of limitations.**

In **Marden v Dorthy,** this Court held that a forged deed was void at its inception, finding it to be a **"spurious or fabricated paper" (160 NY 39, 47 [1899]),** a forgery characterized by **"the fraudulent making of a writing to the prejudice of another's rights" (id. at 53).** As Marden noted, a

forged deed lacks the voluntariness of conveyance **(see id. at 54). Therefore, it holds a unique position in the law; a legal nullity at its creation is never entitled to legal effect because "void things are as no things" (id. at 56).**

A forged deed, however, cannot convey good title, and "it is legally impossible for anyone [sic] to become a bona fide purchaser of real estate, or a purchaser at all, from one who never had any title, and that is this case" **(id. at 56; see also Yin Wu v Wu, 288 AD2d 104, 105 [1st Dept 2001]** ["A forged deed is void and conveys no title"]; **2-15 Warren's Weed New York Real Property § 15.01** ["A purchaser who takes title through a forged deed cannot be a bona fide purchaser, even if the purchaser did not have knowledge of the forgery"]). New York's rule reflects a general well-established principle of real property law **(see e.g. Harding v Ja Laur Corp., 20 Md App 209, 214 [Md Ct Spec App 1974]** ["A forged deed . . . is void ab initio"]; **Scott D. Erler, D.D.S. Profit Sharing Plan v Creative Fin. & Investments, L.L.C., 349 Mont 207, 214 [2009]** ["forged conveyances are void ab initio and do not transfer title"]; **Brock v Yale Mortg. Corp., 287 Ga 849, 852 [2010]** ["we have also long recognized that a forged deed is a nullity and vests no title in a grantee"]; **Akins v Vermast, 150 Or App 236 n 7 [Or Ct App 1997]** "If fraud is **'in factum,'** such as a forged deed or a situation analogous to forgery, the deed is **void ab initio and will not support subsequent title in any person"]; First Nat. Bank in Albuquerque v Enriquez, 96 NM 714, 716 [1981]** ["a forged deed is a void deed and transfers no interest"]; **Williams v Warren, 214 Ark 506, 511 [1949]** ["No one can claim that an estate in land should be divested by forgery"]).

It is similarly true that no property shall be encumbered, including by a mortgagee, in reliance on a forged deed **(see Marden, 160 NY at 51; see also Cruz v Cruz, 37 AD3d 754, 754 [2d Dept 2007]**["A deed based on forgery or obtained by false pretenses is void ab initio, and a mortgage based on such a deed is likewise invalid"]; **Jiles v Archer, 116 AD3d 664,**

666 [2d Dept 2014] ["If a document purportedly conveying a property interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide encumbrancer for value receives nothing"]; **2-15 Warren's Weed New York Real Property § 15.09** ["If the conveyance is void, the purchaser or encumbrancer will not enjoy any of the rights of a bona fide purchaser"]; **43A NY Jur 2d Deeds § 218** ["a forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from the grantee, even for value and without notice of the forgery, will not be protected"]).

John Bosco Muwonge of the Nabagereka Land matter should also know that ,neither can recording a forged deed transform it into a document with legal authority to establish a valid property interest, for it "does not change the legal rights of anyone" **(Marden, 160 NY at 56)**. "The fact that a false and fabricated writing of this character is deposited in a public office for record, and is actually recorded, can add nothing to its legal efficacy. The recording statute applies to "genuine instruments and not to forged ones" **(id. at 56, citing Albany County Sav. Bank, 149 NY at 74).**

As the Court held in Marden, a forged deed is void, not merely voidable. That legal status cannot be changed, regardless of how long it may take for the forgery to be uncovered. As this Court made clear in **Riverside Syndicate, Inc v Munroe, a statute of limitations "does not make an agreement that was void at its inception valid by the mere passage of time" (10 NY3d 18, 24 [2008], citing Pacchiana v Pacchiana, 94 AD2d 721 [2d Dept 1983]).** Consequently, plaintiff may seek to vacate the deed and defendant's encumbrance upon the property.

Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge of the Nabagereka Land matter ignores the significant public policies underlying our real property system, which have animated the previously

discussed real property rules that treat forged titles as a legal nullity. The public policy concerns that underlie prohibitions on enforcement of illegal contracts are surely no more consequential than those applicable to forged titles, and a forged title is no less offensive to our legal system than an illegal contract. As the Court stated in Marden, a forged deed is essentially "a false making, with an evil design" **(160 NY at 55)**. Indeed, Uganda has determined that forgery is sufficiently morally unacceptable and dangerous to society that our State has criminalized forgery, subjecting wrongdoers to potential criminal prosecution with the attendant risk of incarceration. Therefore, we will not impose statutes of limitations on forged titles because the resulting prejudice to the "rights of the true owner of real estate" only "opens the door for the destruction of all titles, and makes it much easier for the criminal to purloin real than personal property" **(see Marden, 160 NY at 57-58)**.

Under well-established real property principles, because only a holder of legal title may convey an interest in real property, no property interest can be conveyed by a forged title, and no person may be a bona fide purchaser of real estate on the force of such title so in the instant cases the GOVERNMENT OF UGANDA SHOULD BEWARE. Moreover, our recording statute does not apply to a forged title, with the consequence that recording a forged deed cannot transfer title. We, thus, decline the **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge of the Nabagereka Land matter**'s invitation to unsettle this established doctrine to the detriment of our state's real property recording system.

To adopt **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge of the Nabagereka Land matter**'s position is to permit a

forged title to accomplish, by the mere passage of time, what has always been forbidden — the encumbrance and transfer of title. **Neither law nor public policy nor common sense dictates such outcome. Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge of the Nabagereka Land matter** fails to present a compelling reason to overturn or ignore our prior case law in the area of real property because as we have recognized, "parties in business transactions depend on the certainty of settled rules, 'in real property more than any other area of the law, where established precedents are not lightly to be set aside'" **(172 Van Duzer Realty Corp. v Globe Alumni Student Assistance Ass'n, Inc., 24 NY3d 528, 535 [2014], citing Holy Properties Ltd., L.P. v Kenneth Cole Productions, Inc., 87 NY2d 130, 134 [1995])**. No less so with respect to forged titles, because landowners, banks, mortgagees, insurers, and a myriad of others depend on the simple rule that a forged deed is a legal nullity that cannot divest ownership or serve to encumber real property.

Given the clarity of our law that a forged deed is void ab initio, and that it is a document without legal capacity to have any effect on ownership rights, the question remains whether a claim challenging a conveyance or encumbrance of real property based on such deed is subject to a time bar. Our case law permits only one answer: a claim against a forged deed is not subject to a statute of limitations defense. So with the above wisdom now in the ambit of **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge of the Nabagereka Land matter and those who think like him, its based on the prior mentioned wisdom that we will then advise Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of**

Assets and Properties) Act ,Cap 243 and John Bosco Muwonge to stay his claims over the said land and let the legitimate landlords then solve the matter at hand with the Government of Uganda and they fix the hawker problem finally. We have been talking about John Bosco Muwonge but many do not know him, please be privy to his profile below as adopted from https://dailyexpress.co.ug/2022/07/09/list-top-10-richest-people-in-uganda-2022-and-their-net-worth/ that we will share with you as a proceed of our research too.

Indeed, this is the prevailing approach in other jurisdictions **(see e.g. Moore v Smith-Snagg, 793 So 2d 1000, 1001 [Fla Dist Ct App 5th Dist 2001]**["(of course, there is no statute of limitations in respect to the challenge of a forged deed, which is void ab initio"]; **see also Wright v Blocker, 198 So 88, 90-91 [Fla 1940])**. The high court of West Virginia, for example, has observed that "there is no statute of limitations regarding void deeds" **(MZRP, LLC v Huntington Realty Corp., 2011 W Va LEXIS 240, 2011 WL 12455342 [W Va 2011]** [void tax deed]), while the high court of Idaho held that "because a lease agreement was void ab initio, it could be challenged at any time" **(Thompson v Ebbert, 160 P3d 754, 757 [Idaho 2007]** [attempted lease void based on a lack of authority to lease only a portion of the property])

B1 .12

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER, VOLUME 12 , FOLIO 11 .

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged red on the plan hereto annexed containing the following area or thereabouts and situate as follows :—

Area.	County.	District.	Province.
Inst. 61516 ✓ Dps ~~110.05~~ acres ~~83.86~~ ~~83.62~~ "	KYADONDO	MENGO	BUGANDA

and known as MENGO ESTATE ----------

comprised in Final Certificate No. 8 6 3 9 ----------

OWNERSHIP.

INSTRUMENT No.

~~HIS HIGHNESS SIR DAUDI CHWA, K.C.M.G. of Mengo, Kyadondo, Mengo, Buganda Province~~ ---------- Dps

is ~~are now the proprietors~~ of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 29th day of JUNE 1911 .

CANCELLED ✓
~~BY~~ See within
~~INST.~~ REGISTRAR OF TITLES.

Dr. Sidyum Williams.

Registrar of Titles.

6602—600—10-8-1930

OWNERSHIP—*continued.*

Regd. 4th December 1930 Inst.13910.

Part of the said land marked "A" on the said plan containing 26.20 acres or thereabouts has been transferred to Freehold Register Volume 32 Folio 13.----- Dfs.

(to H. E. the Governor)

MM:lm MM

Regd.1st May 1944,Inst.61198 — Proprietors -

46 Inst.61645 — ~~as to 5.02 acres, FREDERICK ROBERT SEKAMANYA KAYONDO;~~

Inst.61199 — 50 Inst.61646 — ~~as to 4.95 acres, EDWARD WILLIAM DAVID WALUGEMBE MUKABYA KIMBUGWE;~~

Inst.61200 — 48 Inst.61647 — ~~as to 3.98 acres, SEPIRIYA DANIEL LUSWATA (under disability as a minor until 20th May 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61201 — 47 Inst.61648 — ~~as to 3.86 acres, RICHARD LUMAMA (under disability as a minor until 26th September 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61202 — 53 Inst.61649 — ~~as to 4.03 acres, JAMES SEKANYO MUTEBI (under disability as a minor until 4th November 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61203 — 62 Inst.61650 — ~~as to 2.03 acres, AGUSITENI TEBANDEKE (under disability as a minor until 23rd April 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61204 — 59 Inst.61651 — ~~as to 3.95 acres, YUSUFU SUNA LULAMBULANKOLA (under disability as a minor until 28th December 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61205 — 52 Inst.61652 — ~~as to 3.92 acres, JOHN CHRISTIAN LUKANGA (under disability as a minor until 1st August 1949, his guardian - Mantene Luta Nsibirwa);~~

Inst.61206 — 61 Inst.61653 — ~~as to 1.98 acres, ONESIFOLO JUKO (under disability as a minor until 9th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61207 — 64 Inst.61654 — ~~as to 2.05 acres, EGBAT KAMANYA (under disability as a minor until 25th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61208 — 54 Inst.61655 — ~~as to 5.05 acres, EVAIRINI ALISI ZALWANGO;~~

Inst.61209 — 60 Inst.61656 — ~~as to 6.77 acres, ALEXANDER SIMBWA (under disability as a minor until 21st March 1954, his guardian - Mantene Luta Nsibirwa);~~

Inst.61210 — 45 Inst.61657 — ~~as to 5.95 acres, ESTERI MADZI (under disability as a minor until 22nd February 1955, her guardian - Mantene Luta Nsibirwa);~~

Inst.61211 — 51 Inst.61658 — ~~as to 4.00 acres, ALBERT VICTOR WASAJA LUMANSI (under disability as a minor until 17th July 1944, his guardian - Mantene Luta Nsibirwa);~~

Inst.61212 — 63 Inst.61659 — ~~as to 2.00 acres, IBULAIMU LINCON NDAULA (under disability as a minor until 1945, his guardian - Mantene Luta Nsibirwa);~~

MM MM

Continued on Ownership Sheet 2.

OWNERSHIP - continued.

~~INCUMBRANCES.~~

~~A sum of Shillings ---------- is due to His Majesty's Government for Survey and other Fees.~~

Inst.61516 ~~as to 24.08 acres, GEORGE WILLIAM MAWANDA.~~ Insts.61868 & 61869

Inst.61645 etc. see below

Regd.23rd June 1944,Inst.61868 ~~as to 20.09 acres, GEORGE WILLIAM MAWANDA.~~ Insts.61977 & 61978

Regd.11th July 1944,Inst.61869 ~~as to 3.99 acres, HAROLD KAGOLO KIMERA (under disability as a minor until 7th July 1947, his guardian - Mantene Luta Nsibirwa).~~ Inst.61976

Regd.21st June 1944,Inst.61645 5.02 acres marked "46" on the said plan transferred to Frederick Robert Sekamanya Kayondo (Vol.904 Fo.4);

Inst.61646 4.95 acres marked "50" on the said plan transferred to Edward William David Walugembe Mukabya Kimbugwe (Volume 904 Folio 5);

Inst.61647 3.98 acres marked "48" on the said plan transferred to Sepiriya Daniel Luswata (Volume 904 Folio 6);

Inst.61648 3.86 acres marked "47" on the said plan transferred to Richard Lumama (Volume 904 Folio 7);

Inst.61649 4.03 acres marked "53" on the said plan transferred to James Sekanyo Mutebi (Volume 904 Folio 8);

Inst.61650 2.03 acres marked "62" on the said plan transferred to Agusiteni Tebandeke (Volume 904 Folio 9);

Inst.61651 3.95 acres marked "59" on the said plan transferred to Yusufu Suna Lulambulankola (Volume 904 Folio 10);

Inst.61652 3.92 acres marked "52" on the said plan transferred to John Christian Lukanga (Volume 904 Folio 11);

Inst.61653 1.98 acres marked "61" on the said plan transferred to Onesifolo Juko (Volume 904 Folio 12);

Inst.61654 2.05 acres marked "64" on the said plan transferred to Egbat Kamanya (Volume 904 Folio 13);

Inst.61655 5.05 acres marked "54" on the said plan transferred to Evairini Alisi Zalwango (Volume 904 Folio 14);

Inst.61656 6.77 acres marked "60" on the said plan transferred to Alexander Simbwa (Volume 904 Folio 15);

Inst.61657 5.95 acres marked "45" on the said plan transferred to Esteri Madzi (Volume 904 Folio 16);

Inst.61658 4.00 acres marked "51" on the said plan transferred to Albert Victor Wasaja Lumansi (Vol.904 Fo.17);

Inst.61659 2.00 acres marked "63" on the said plan transferred to Ibulaimu Lincon Ndaula (Volume 904 Folio 18).

Regd.28th July 1944,Inst.61976 3.99 acres marked "58" on the said plan transferred to Harold Kagolo Kimera (Volume 906 Folio 13);

Insts.61977 and 61978 20.09 acres marked "55" & "56" on the said plan transferred to George William Mawanda (Volume 906 Folio 14).

The whole of the land comprised in this Folio having been transferred to other Folios as above, this Folio is now closed.

INCUMBRANCES.

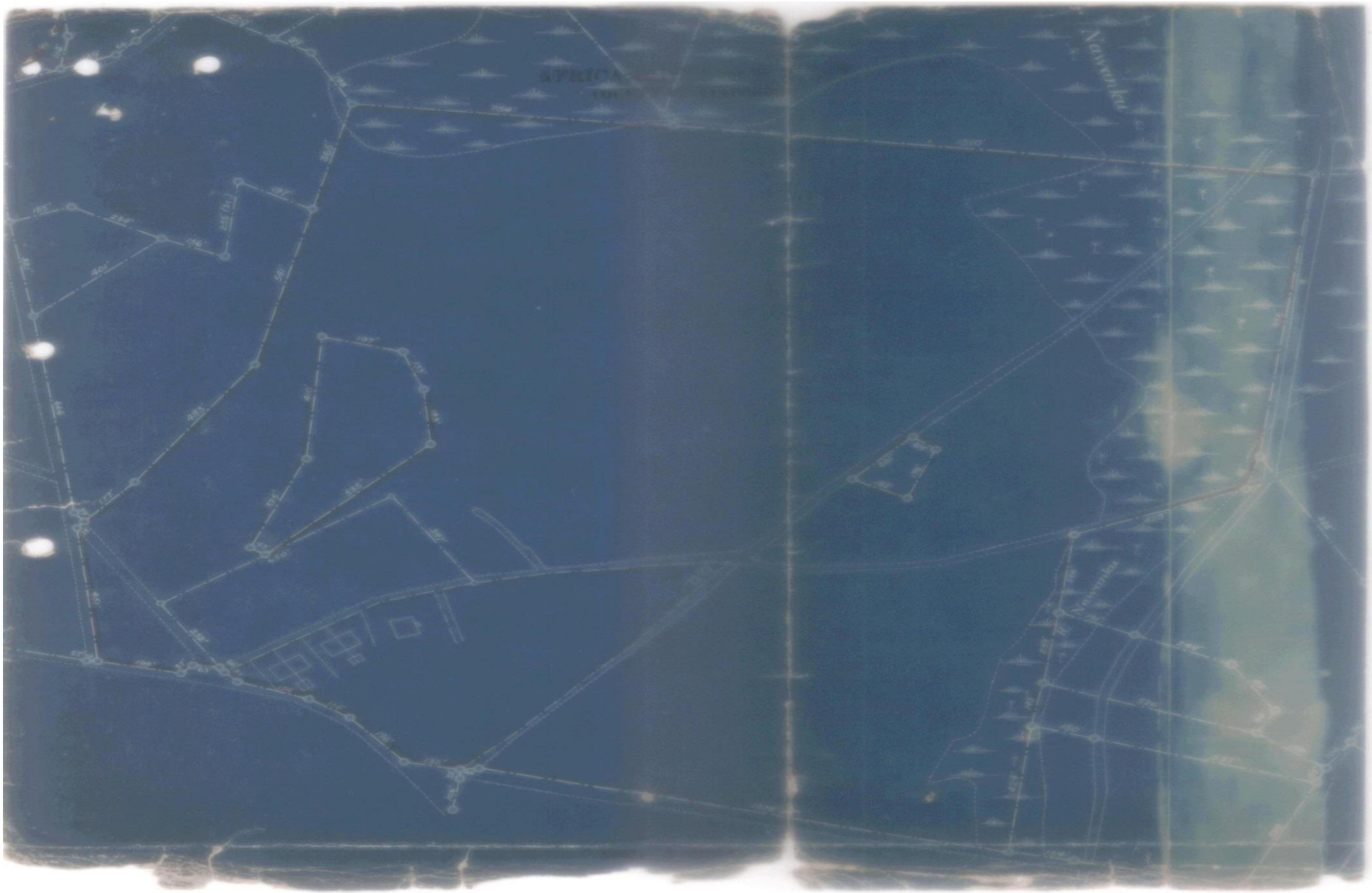
~~Transferred to~~
Regd. 9th
July 1919.
Mailo Doct.457
~~M.R. Vol. 906 Fo.14~~
Transferred to
M.R. Vol. 906 Fo.14

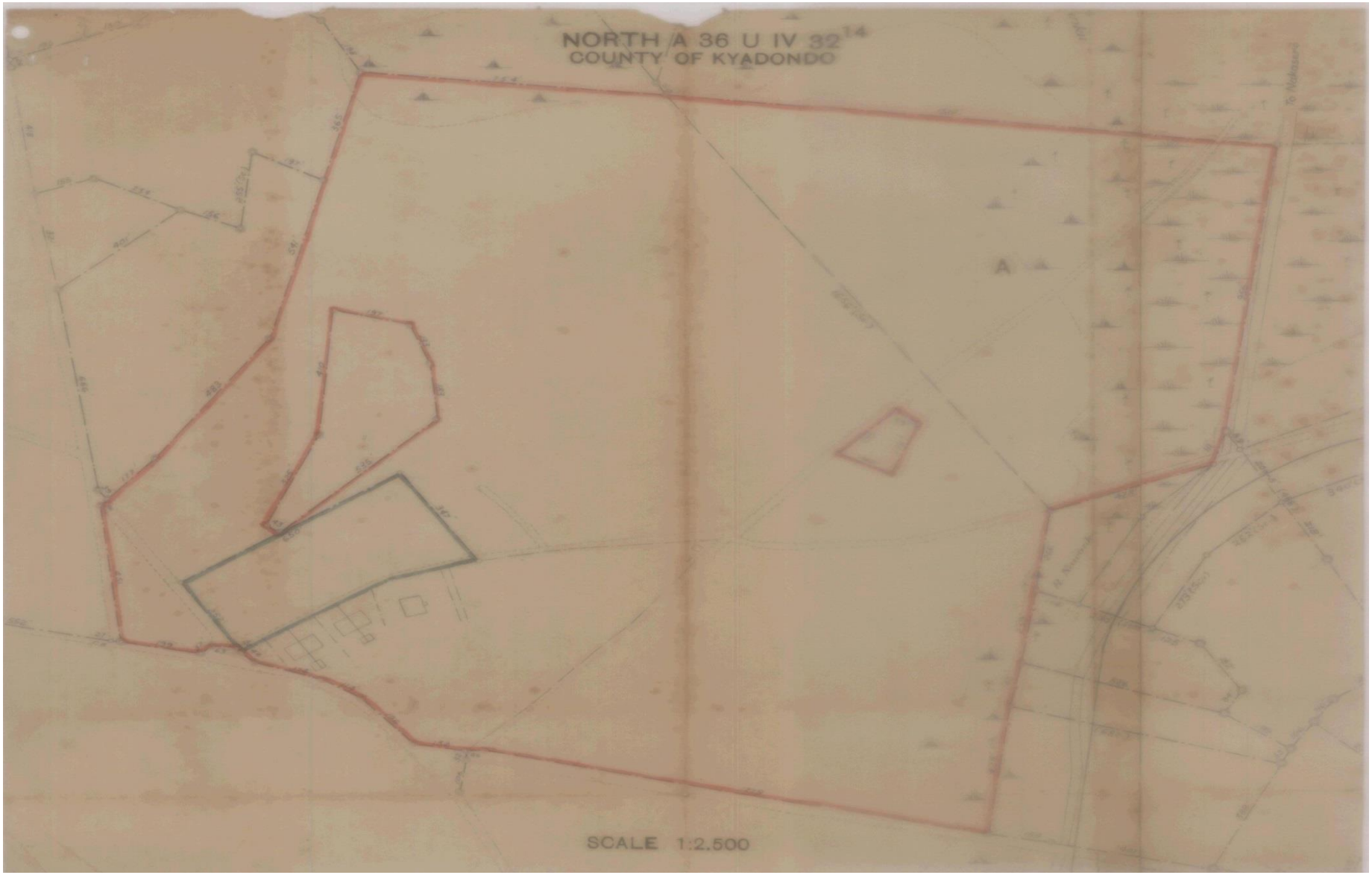
~~Lease of the part of the said land edged with green on the said plan to The Uganda Company Limited of Portland House, 73 Basinghall Street, London, England and P.O.Box 171, Kampala, Uganda for 42 years and 9 months from 1st day of December 1910 at a yearly rent of Shs.433/33.~~

~~Transferred to~~
~~Transferred to~~
Entered 6th
October 1942
Inst.55812
~~M.R. Vol. 906 Fo.14~~
M.R. Vol. 906 Fo.14

~~The Uganda Company Limited, Portsoken House Minories, London, England, claims an interest in 7 acres of the said land by virtue of an agreement for a lease dated 22-10-04. Address for service P.O.Box 1, Kampala, Uganda.~~

PLAN OF THE LAND COMPRISED IN THIS FOLIO.




NORTH A 36 U IV 32[14]
COUNTY OF KYADONDO
SCALE 1:2,500

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER,

Volume 12 Folio 11

Those reading this title will then tell it was cancelled and they are not wrong because the same was cancelled vides the dictates of effects 118 of the 1967 constitution that had land like this confiscated by government using the prior mentioned effect. But the same was supposed to returned to the actual landlords you see there in using Chapter 247 of the laws of Uganda in 1993.

The above wisdom has been applied based on the wisdom given by effect 274 of the Uganda 1995 Constitution that states as per here under that,"…….

274. Existing law

(1)Subject to the provisions of this article, the operation of the existing law after the coming into force of this Constitution shall not be affected by the coming into force of this Constitution but the existing law shall be construed with such modifications, adaptations, qualifications and exceptions as may be necessary to bring it into conformity with this Constitution.(2)For the purposes of this article, the expression "existing law" means the written and unwritten law of Uganda or any part of it as existed immediately before the coming into force of this Constitution, including any Act of Parliament or Statute or statutory instrument enacted or made before that date which is to come into force on or after that date.

Please note that the above legal reasoning is also supported by the wisdom from the Uganda Supreme court ruling called Uganda National Roads Authority v Irumba & Anor (Constitutional Appeal No. 2 of 2014) [2015] UGSC 22 (29 October 2015) that has now defined the property acquisition criteria.

In **Uganda National Roads Authority v Irumba & Anor (Constitutional Appeal No. 2 of 2014) [2015] UGSC 22 (29 October 2015)** it was ruled that,"…….Article 26 of the Constitution which the respondents alleged to have been contravened provides:

"***26 protection from deprivation of property.***

1. ***Every person has a right to own property either individually or in association with others.***

2. ***No person shall be compulsorily deprived of property or any interest in or right over property of any description except where the following conditions are satisfied-***

a. ***the taking of possession or acquisition is necessary for public use or in the interest of defence, public safety, public order, public morality or public health; and***
b. ***the compulsory taking of possession or acquisition of property is made under a law which makes provision for-***

i. ***prompt payment of fair and adequate compensation prior to the taking of possession or acquisition of the property and***

ii. ***a right of access to a court of law by any person who has an interest or right over the property."***

After considering the historical background in this country where people's properties were compulsorily acquired by government during the past regimes, the Constitutional Court concluded that the 1995 Constitution is very restrictive on the powers of the government to acquire land compulsorily. The Constitution also provides for prior payment of compensation before taking possession or acquisition……."

It's also important to note that such actions that are prompted by the officers of the Ministry of Lands, Housing and Urban Development that were done after the people who include Sarah Basangwa Kulatta messed up the country's land titling system of Uganda after they had confiscated the original title information for Uganda using the information below were also done with unclean hands contrary to the requirements of the doctrine of equity. Please note that the old title information for Uganda was treated in the manner aforesaid after the information had been stolen by Sarah Basangwa Kulatta using the documents below. The picture of Sarah Basangwa Kulatta is below and subsequently the letters confiscating peoples title information follows.

Sarah Basangwa Kulatta, the Commissioner Land Registration who messed up the Ministry of Lands, Housing and Urban Development Land title management information systems.

The information that pertains to the historical records that was confiscated by Sarah Basangwa Kulatta is below. We are now exposing one of the countrys most brazen frauds that have hit Ugandans affecting them both micro-economically and macro economically. Please be privy to the letters below.

INTERNAL MEMO

To: C/S&M

C.c. PS

From: Ag.DLM/CLR

Date: 8/5/2014

RE: **RETURN OF MICROFILM RECORDS**

Joseph
This is to require you again to complete the arrangement. You need to have all the films sent by the given deadline.
15/04/14

You recall that a decision was made at the Heads of Departments meeting that you return all the microfilm records. You recall that the reason behind it was that Entebbe Mapping and Surveys was giving out information to the public which was misleading. We have discussed this on many occasions.

A case in point is Busiro Block 453 Plot 32 where you gave out information to the CIID/Commandant Land Protection Police Unit. Based on your report, it was aired on the UBC and NTV Medias that all the titles which are coming out of this land are forged and the police stated that they are basing on your report. As the author of the report I should have hoped that you would have corrected the police but so far I have not seen any response from you.

As Land Registration Department we have impressed it upon you that it is best if you are giving out microfilm information it should be complete to the present. For one reason or another you have not sent all the microfilm records.

Can you please arrange and have the microfilm records sent to Land Registration by Friday, 16th May 2014.

Sarah Kulata Basangwa
Ag.DLM/CLR

SURVEYS & MAPPING DEPARTMENT
RECEIVED
15 MAY 2014
P.O. BOX 1, ENTEBBE

INTENAL MEMO

TO: AG. DLM

C.C MINISTER
C.C ALL MINISTERS OF STATE
C.C PS

FROM: CSM

DATE: 16TH MAY 2014

RE: TRANSFER OF MICROFILM RECORDS FROM ENTEBBE LAND OFFICE TO KAMPALA HEADQUARTERS

Reference is made to your Internal Memo dated 18th November 2013, concerning the above captioned subject.

As requested please receive some of the Microfilm records which have been organized and ready for you to receive.

Microfilm records which have been sent, cover the following counties:

County	Block Name	Block Numbers	
Kyadondo	Kyadondo	27-37	}
Kyadondo	Kyadondo	249-271	}
Kyadondo	Kyadondo	265	} 6 Films
Kyadondo	Kyadondo	244	}
Kyadondo	Kyadondo	215-221	}
Kyadondo	Kyadondo	60-67	}
Busiro	Busiro	553-604	}
Busiro	Busiro	514-552	}
Busiro	Busiro	341-377	}
Busiro	Busiro	106-144	} 7 Films
Busiro	Busiro	314, 474, 476	}
Busiro	Busiro	412-466	}
Busiro	Busiro	159-194	}
Singo	Singo	1-30	}
Singo	Singo	544-577	}
Singo	Singo	472-503	} 6 Films
Singo	Singo	31-60	}
Singo	Singo	107	}

Singo	Singo	108-123 }	
County	**Block Name**	**Block Numbers**	
Bulemezi	Bulemezi	875-993 }	
Bulemezi	Bulemezi	654-706 }	
Bulemezi	Bulemezi	215-380 & 434-691	} 5 Films
Bulemezi	Bulemezi	991-1025 & 133-223	}
Bulemezi	Bulemezi	204-232 }	
Singo	Singo	629-739}	
Singo	Singo	170-189}	
Singo	Singo	303-328}	5 Films
Singo	Singo	615-650}	
Singo	Singo	367-414}	
Bulemezi	Bulemezi	297-316}	
Bulemezi	Bulemezi	741-821}	
Bulemezi	Bulemezi	70-88 }	
Bulemezi	Bulemezi	668-739}	7 Films
Bulemezi	Bulemezi	233-249}	
Bulemezi	Bulemezi	706-943}	
Bulemezi	Bulemezi	180-203}	
Kyadondo	Kyadondo	118-130}	
Kyadondo	Kyadondo	154-193}	
Kyadondo	Kyadondo	82-86	} 4 Films
Kyadondo	Kyadondo	101-117}	
Busiro	Busiro	86-101 }	
Busiro	Busiro	195-240}	4 Films
Busiro	Busiro	468-513}	
Busiro	Busiro	269-279}	
Singo	Singo	504-524}	
Singo	Singo	269-302}	
Singo	Singo	449-451}	4 Films
Singo	Singo	- -749}	
Bulemezi	Bulemezi	632-788}	
Bulemezi	Bulemezi	916-990}	
Bulemezi	Bulemezi	2-12	} 5 Films
Bulemezi	Bulemezi	32-53 }	
Bulemezi	Bulemezi	297-316}	
Agreements and Transfers			} 2 Films
Total Number of Films			**55 Films**

Please note that the Blocks were based on Counties and the Microfilm records which have been sent are of the Counties on Blocks.

I have also sent you Mr. Dan Mukiibi (Lithographer) to assist you to set-up a mini Laboratory for storing the films. There is need to make some back-ups and to procure a microfilm reader.

Please acknowledge receipt of the films.

M.N. Kajumbula
COMMISSIONER, SURVEYS AND MAPPING

In fact such actions that were done in the Ministry of Lands, Housing and Urban Development as a result of malice where finally outlawed by the legal wisdom subsequent.

Source: https://cepiluganda.org/news-blog/justice-tibatemwa-ekirikubinza-discusses-powers-of-a-commissioner-regarding-land-title-cancellation/

JUSTICE TIBATEMWA-EKIRIKUBINZA DISCUSSES POWERS OF A COMMISSIONER REGARDING LAND TITLE CANCELLATION

Case Of Hilda Wilson Musoke & Others V Owalla's Home Investment Trust EA Ltd And Commissioner Land Registration. Supreme Court Civil Appeal No. 15 Of 2017.

In her judgment delivered on the 25th April 2019, Hon Justice Tibatemwa Ekirikubinza discussed the powers of a Commissioner Land Registration to cancel title.

In this appeal, the Commissioner Land Registration issued a notice of cancellation of appellants' certificate of title on grounds that it was fraudulently obtained.

She stated that, Section 37 of the Land (Amendment) Act 2004 introduced the current section 91(2) of the Land Act which provides grounds under which the Commissioner can cancel a certificate of title to include, certificates issued in error, endorsements made in error, endorsements obtained or retained wrongfully and certificates bearing misdescription of land or boundaries.

That the exclusion of fraud was deliberate and it took away the authority of the Commissioner to cancel a certificate of title on the basis of fraud.

The intention of the legislature to omit fraud is in line with the well-known judicial principle that allegations of fraud are so serious in nature that they require to be specifically pleaded and strictly proved before a court of law.

Consequently, the power to cancel certificates of title where fraud is alleged is vested in the High court.

Similar wisdom about the above action done by the Registrar of Titles Cancellation of Titles will be rebutted using the wisdom drawn from the case of **Gatsinzi & Anor v Lwanga (Civil Suit No. 690 of 2004) [2014] UGHCLD 29 (26 August 2014)**

In **Gatsinzi & Anor v Lwanga (Civil Suit No. 690 of 2004) [2014] UGHCLD 29 (26 August 2014) it was ruled that,"…….. The failure to comply with provisions of the law meant that the Chief Registrar of Titles exercised power illegally with material irregularity, which rendered his actions on the title null and void.** It was held **Makula International Ltd. v. His Eminence Cardinal Nsubuga & A' nor [1982] HCB 11** that an illegality once brought to the attention of court cannot be condoned.

Apart from the above, it also found that by taking a decision affecting rights of the Plaintiffs without according them opportunity to be heard **the Chief Registrar of Titles exercised power improperly.** This invariably **violated the cardinal principle of natural justice as relates to a fair hearing, and that a party shall not be condemned unheard.** It is settled that an administrative body/person acts improperly and or illegally where it/he exercises its/his power to decide a question without affording a party affected by the decision an opportunity to be heard, or where the procedure adopted in dealing with the dispute is contrary to principles of natural justice. **See: Re: Musinguzi Geoffrey and Kiruhura District Local Administration, HCT– 05 – CV – MA – 193 – 2011 (unreported).** It is also the trite law that a decision reached by an administrative body/person which violates principles of natural justice shall not be left to stand. **See: See Sharp v. Welefield (1981) A.C 173 which was relied upon in Re: Interdiction of Bukeni Fred Misc. Appl.No. 139 of 1991, per Musoke – Kibuuka J.**

So based on the prior mentioned wisdom let <u>Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243</u> and John Bosco Muwonge place himself where he belongs, that is title forgery and fraud. Indeed if **<u>Owesaza of</u>**

Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and Bosco Muwonge was sincere to himself, he would have asked why he was being given a freehold title over land that is originally titled mailo in the names of an African of Uganda Origin. The wisdom subsequent will also help place **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and** John Bosco Muwonge where he actually belongs when it comes to the issue of the land at Nabagereka.

In the case of **Nabanoba Desiranta & A' nor v. Kayiwa Joseph & A' nor, H.C.C.S. No. 496 of 2005, Aweri Opio J (as he then was**) quoting the case of **UP&TC v. Abraham Katumba [1997] IV KALR 103** held that as the law now stands a person who purchases an estate which he knows to be in occupation of another person other than the vendor is not a bona fide purchaser without notice. Further relying on the case of **Taylor v. Stibbert [1803 – 1813] ALL ER 432**, the Learned Judge held that the defendant failed to make reasonable inquiries of the persons in possession and as such his ignorance or negligence formed particulars of fraud.

A fraud is an act of deliberate deception with the design of securing something by taking unfair advantage of another. It is a deception in order to gain by another's loss. Without disclosing all these facts, **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and** John Bosco Muwonge filed the suit for the partition of the property on the ground that he had purchased the property on his own behalf from the Uganda Land Commission which gave him the freehold that he uses as the basis of claim for the same. Non-production and even non-mentioning of the restitution that was mandated by Chapter

247 of the Laws of Uganda which would then finally see the land revert to Daudi Chwa or his beneficiaries if dead at the trial in Parliament tantamounts to playing fraud on the court. A litigant, who approaches the court, is bound to produce all the documents executed by him which are relevant to the litigation. If he withholds a vital document in order to gain advantage on the other side then he would he guilty of playing fraud on the court as well as on the opposite party. The principle of "finality of litigation" cannot be pressed to the extent of such an absurdity that it becomes an engine of fraud in the hands of dishonest litigants. The courts of law are meant for imparting justice between the parties. One, who comes to the court, must come with clean-hands. **We are constrained to say that more often than not, process of the court is being abused. Property-grabbers, tax- evaders, bank-loan-dodgers and other unscrupulous persons from all walks of life find the court - process a convenient lever to retain the illegal-gains indefinitely.** We have no hesitation to say that a person, who's case is based on falsehood, has no right to approach the court. He can be summarily thrown out at any stage of the litigation. This is very good wisdom for John Bosco Muwonge.

When frauds like this hit the country and the people who do them are let Scott free, then a culture of fraud is cultivated in the nation. **As part of the security for the country's future, these people destroyed a school that was meant to be for our grandchildren to fulfill their selfish desires**. They went ahead and forged freehold titles over mailo land that belongs to an individual by the names of **Daudi Chwa of Kyadondo Buganda province and if dead his beneficiaries** and on top of that they have secured the forged titles with the banks in Uganda as mortgage collateral. **This is driving the levels of mortgage backed security frauds** high so it needs to be checked.

With the above wisdom in your ambit, we humbly pray that you allow us come in with our documentation for the Nabagereka Land that these people want to steal away from us. We are not resistant to the projects that

Government wants to do there but let the legitimate owners be negotiated with and subsequently given consideration subject to terms and conditions.

Finally the Kampala Capital City would have done the correct thing BUT up to now they think they can play the pranks that we see here that now have brought these people to seek for the intervention of General Salim Saleh.

WHY THE HAWKERS PROBLEM NEEDS TO BE SOLVED FINALLY WITHOUT HAVING TO DEAL WITH Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and JOHN BOSCO MUWONGE CLAIMS THAT ARE TAINT WITH ILLEGALITY.

From the information available, when the authorities are giving due diligence information, they are supposed to comply with **effect 68 of the Registration of Titles Act, Cap 240** that states as per here under.

> **68. History of various dealings affecting land to be preserved**
>
> Such references shall be noted in the Register Book and on instruments lied hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

The Ministry of Lands, Housing and Urban Development in giving information about this land should give it from the original ownership of Daudi Chwa. The failure to give this history of the land is the one that is causing confusion in that place and its this dishonesty that is being capitalized on by **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and** John Bosco Muwonge with the intention of fleecing the state USD 100,000,000/-. The land in question has never been owned by the **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and** John Bosco Muwonge. The original copy of title for the land in question is below.

B1 .12

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER, VOLUME 12 , FOLIO 11 .

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged red on the plan hereto annexed containing the following area or thereabouts and situate as follows :—

Area.	County.	District.	Province.
Inst. 61516 ✓ DPS ~~110.05~~ acres ~~83.86~~ ~~83.62~~ "	KYADONDO	MENGO	BUGANDA

and known as MENGO ESTATE ----------

comprised in Final Certificate No. 8 6 3 9 ----------

OWNERSHIP.

INSTRUMENT No.

~~HIS HIGHNESS SIR DAUDI CHWA, K.C.M.G. of Mengo, Kyadondo, Mengo, Buganda Province~~ ---------- DPS

is ~~are now the proprietors~~ of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 29th day of JUNE 1911 .

CANCELLED ✓
~~BY~~ See within
~~INST.~~ REGISTRAR OF TITLES.

Dr. Sidyum Williams.

Registrar of Titles.

6602—600—10-8-1930

OWNERSHIP—*continued.*

Regd. 4th December 1930 Inst.13910.

Part of the said land marked "A" on the said plan containing 26.20 acres or thereabouts has been transferred to Freehold Register Volume 32 Folio 13.----- Dfs.

(to H. E. the Governor)

MM:lm MM

Regd.1st May 1944,Inst.61198 — Proprietors -

46 Inst.61645 — ~~as to 5.02 acres, FREDERICK ROBERT SEKAMANYA KAYONDO;~~

Inst.61199 — 50 Inst.61646 — ~~as to 4.95 acres, EDWARD WILLIAM DAVID WALUGEMBE MUKABYA KIMBUGWE;~~

Inst.61200 — 48 Inst.61647 — ~~as to 3.98 acres, SEPIRIYA DANIEL LUSWATA (under disability as a minor until 20th May 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61201 — 47 Inst.61648 — ~~as to 3.86 acres, RICHARD LUMAMA (under disability as a minor until 26th September 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61202 — 53 Inst.61649 — ~~as to 4.03 acres, JAMES SEKANYO MUTEBI (under disability as a minor until 4th November 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61203 — 62 Inst.61650 — ~~as to 2.03 acres, AGUSITENI TEBANDEKE (under disability as a minor until 23rd April 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61204 — 59 Inst.61651 — ~~as to 3.95 acres, YUSUFU SUNA LULAMBULANKOLA (under disability as a minor until 28th December 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61205 — 52 Inst.61652 — ~~as to 3.92 acres, JOHN CHRISTIAN LUKANGA (under disability as a minor until 1st August 1949, his guardian - Mantene Luta Nsibirwa);~~

Inst.61206 — 61 Inst.61653 — ~~as to 1.98 acres, ONESIFOLO JUKO (under disability as a minor until 9th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61207 — 64 Inst.61654 — ~~as to 2.05 acres, EGBAT KAMANYA (under disability as a minor until 25th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61208 — 54 Inst.61655 — ~~as to 5.05 acres, EVAIRINI ALISI ZALWANGO;~~

Inst.61209 — 60 Inst.61656 — ~~as to 6.77 acres, ALEXANDER SIMBWA (under disability as a minor until 21st March 1954, his guardian - Mantene Luta Nsibirwa);~~

Inst.61210 — 45 Inst.61657 — ~~as to 5.95 acres, ESTERI MADZI (under disability as a minor until 22nd February 1955, her guardian - Mantene Luta Nsibirwa);~~

Inst.61211 — 51 Inst.61658 — ~~as to 4.00 acres, ALBERT VICTOR WASAJA LUMANSI (under disability as a minor until 17th July 1944, his guardian - Mantene Luta Nsibirwa);~~

Inst.61212 — 63 Inst.61659 — ~~as to 2.00 acres, IBULAIMU LINCON NDAULA (under disability as a minor until 1945, his guardian - Mantene Luta Nsibirwa);~~

MM MM

Continued on Ownership Sheet 2.

OWNERSHIP - continued.

~~INCUMBRANCES.~~

~~A sum of Shillings ---------- is due to His Majesty's Government for Survey and other Fees.~~

Inst.61516	~~as to 24.08 acres, GEORGE WILLIAM MAWANDA.~~ Insts.61868 & 61869
Inst.61645 etc.	see below
Regd.23rd June 1944,Inst.61868	~~as to 20.09 acres, GEORGE WILLIAM MAWANDA.~~ Insts.61977 & 61978
Regd.11th July 1944,Inst.61869	~~as to 3.99 acres, HAROLD KAGOLO KIMERA (under disability as a minor until 7th July 1947, his guardian - Mantene Luta Nsibirwa).~~ Inst.61976
Regd.21st June 1944,Inst.61645	5.02 acres marked "46" on the said plan transferred to Frederick Robert Sekamanya Kayondo (Vol.904 Fo.4);
Inst.61646	4.95 acres marked "50" on the said plan transferred to Edward William David Walugembe Mukabya Kimbugwe (Volume 904 Folio 5);
Inst.61647	3.98 acres marked "48" on the said plan transferred to Sepiriya Daniel Luswata (Volume 904 Folio 6);
Inst.61648	3.86 acres marked "47" on the said plan transferred to Richard Lumama (Volume 904 Folio 7);
Inst.61649	4.03 acres marked "53" on the said plan transferred to James Sekanyo Mutebi (Volume 904 Folio 8);
Inst.61650	2.03 acres marked "62" on the said plan transferred to Agusiteni Tebandeke (Volume 904 Folio 9);
Inst.61651	3.95 acres marked "59" on the said plan transferred to Yusufu Suna Lulambulankola (Volume 904 Folio 10);
Inst.61652	3.92 acres marked "52" on the said plan transferred to John Christian Lukanga (Volume 904 Folio 11);
Inst.61653	1.98 acres marked "61" on the said plan transferred to Onesifolo Juko (Volume 904 Folio 12);
Inst.61654	2.05 acres marked "64" on the said plan transferred to Egbat Kamanya (Volume 904 Folio 13);
Inst.61655	5.05 acres marked "54" on the said plan transferred to Evairini Alisi Zalwango (Volume 904 Folio 14);
Inst.61656	6.77 acres marked "60" on the said plan transferred to Alexander Simbwa (Volume 904 Folio 15);
Inst.61657	5.95 acres marked "45" on the said plan transferred to Esteri Madzi (Volume 904 Folio 16);
Inst.61658	4.00 acres marked "51" on the said plan transferred to Albert Victor Wasaja Lumansi (Vol.904 Fo.17);
Inst.61659	2.00 acres marked "63" on the said plan transferred to Ibulaimu Lincon Ndaula (Volume 904 Folio 18).
Regd.28th July 1944,Inst.61976	3.99 acres marked "58" on the said plan transferred to Harold Kagolo Kimera (Volume 906 Folio 13);
Insts.61977 and 61978	20.09 acres marked "55" & "56" on the said plan transferred to George William Mawanda (Volume 906 Folio 14).
	The whole of the land comprised in this Folio having been transferred to other Folios as above, this Folio is now closed.

INCUMBRANCES.

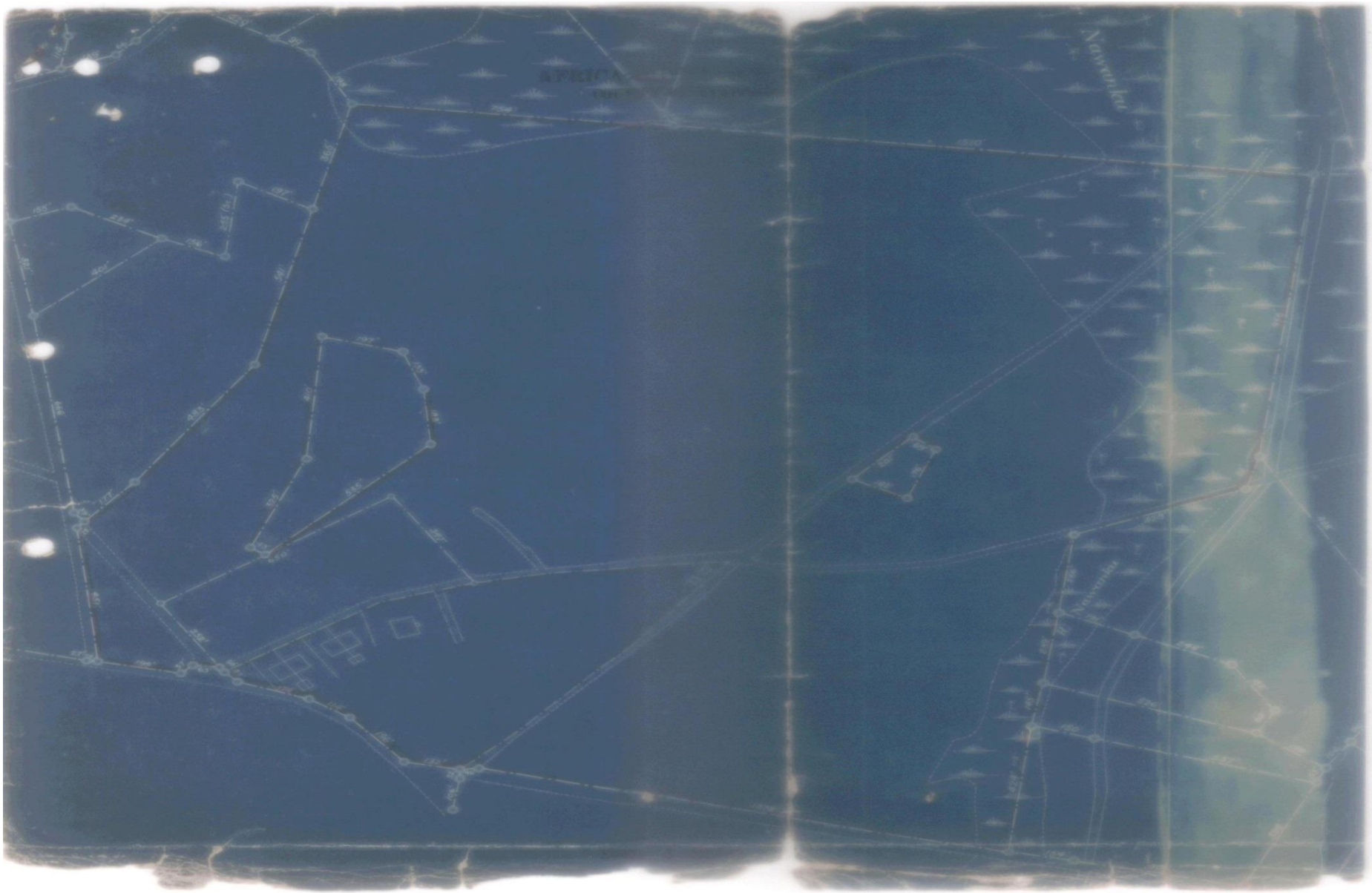
~~Transferred to~~
Regd. 9th
July 1919.
Mailo Doct.457
~~M.R. Vol. 906 Fo.14~~
Transferred to
M.R. Vol. 906 Fo.14

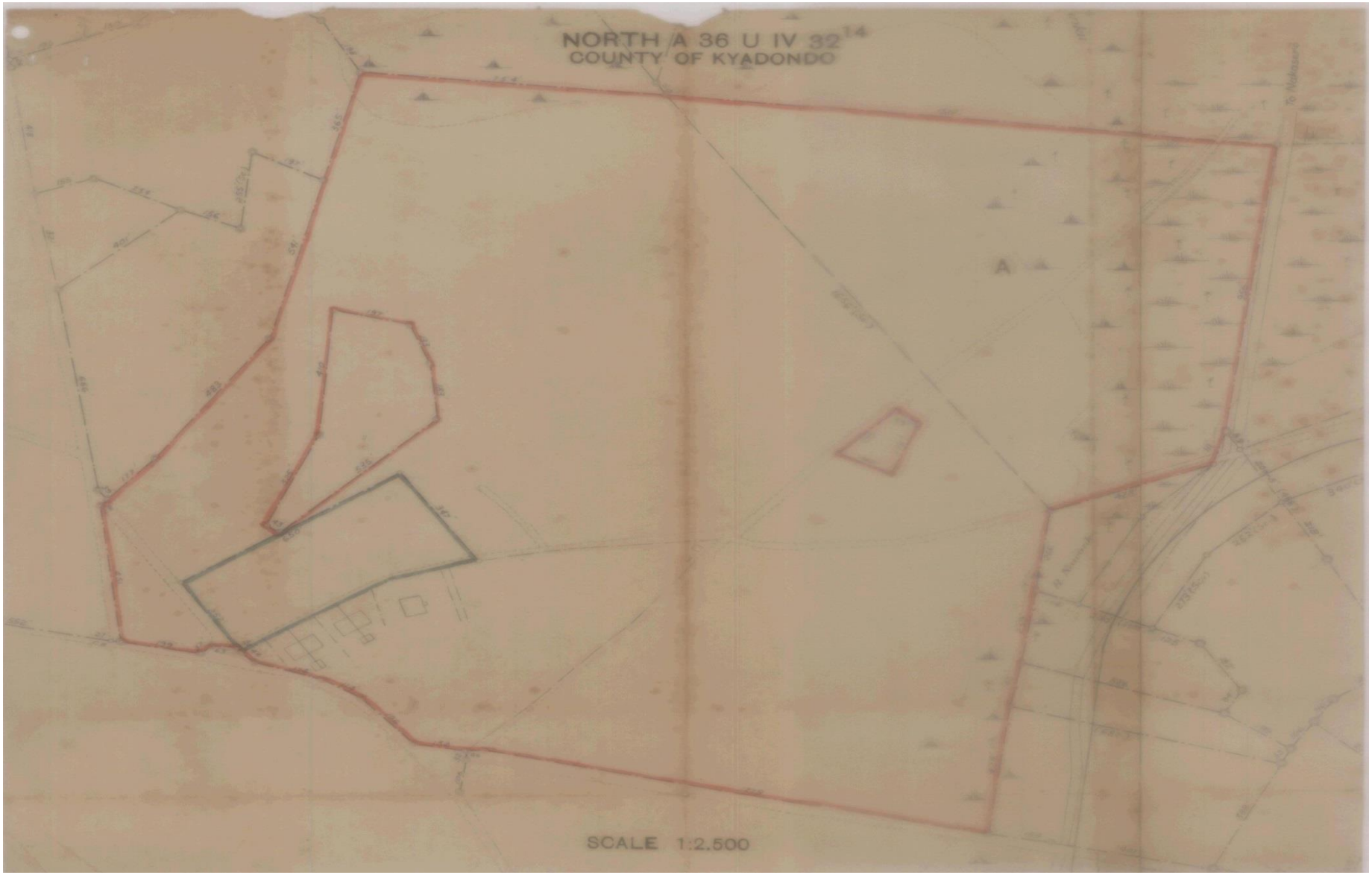
~~Lease of the part of the said land edged with green on the said plan to The Uganda Company Limited of Portland House, 73 Basinghall Street, London, England and P.O.Box 171, Kampala, Uganda for 42 years and 9 months from 1st day of December 1910 at a yearly rent of Shs.433/33.~~

~~Transferred to~~
~~Transferred to~~
Entered 6th
October 1942
Inst.55812
~~M.R. Vol. 906 Fo.14~~
M.R. Vol. 906 Fo.14

~~The Uganda Company Limited, Portsoken House Minories, London, England, claims an interest in 7 acres of the said land by virtue of an agreement for a lease dated 22-10-04. Address for service P.O.Box 1, Kampala, Uganda.~~

PLAN OF THE LAND COMPRISED IN THIS FOLIO.




NORTH A 36 U IV 32[14]
COUNTY OF KYADONDO
SCALE 1:2.500

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER,

Volume 12 Folio 11

Those reading this title will then tell it was cancelled and they are not wrong because the same was **cancelled vides the dictates of effects 108,109 and 118 of the 1967 constitution** that had land like this confiscated by government using the prior mentioned effect. But the same was supposed to returned to the **actual landlords you see there in using Chapter 247 of the laws of Uganda in 1993 and this has never been done. Instead freeholds and leases have been formulated fraudulently by technocrats who support the fraud that is being used by fraudulent claimants like Bosco Muwonge to put the state at ransom at the detriment of the Ugandans who are working there.**

You will also note that the above title has never been picked by the authors of the Uganda Lands Management Information System because of the fraud perpetrated by the later below issued by the former commissioner land registration Sarah Basangwa Kulatta that I will now make you privy.

INTERNAL MEMO

To: C/S&M

C.c. PS

From: Ag.DLM/CLR

Date: 8/5/2014

RE: **RETURN OF MICROFILM RECORDS**

Joseph
This is to require you again to complete the arrangement. You need to have all the films sent by the given deadline.
15/04/14

You recall that a decision was made at the Heads of Departments meeting that you return all the microfilm records. You recall that the reason behind it was that Entebbe Mapping and Surveys was giving out information to the public which was misleading. We have discussed this on many occasions.

A case in point is Busiro Block 453 Plot 32 where you gave out information to the CIID/Commandant Land Protection Police Unit. Based on your report, it was aired on the UBC and NTV Medias that all the titles which are coming out of this land are forged and the police stated that they are basing on your report. As the author of the report I should have hoped that you would have corrected the police but so far I have not seen any response from you.

As Land Registration Department we have impressed it upon you that it is best if you are giving out microfilm information it should be complete to the present. For one reason or another you have not sent all the microfilm records.

Can you please arrange and have the microfilm records sent to Land Registration by Friday, 16th May 2014.

Sarah Kulata Basangwa
Ag.DLM/CLR

SURVEYS & MAPPING DEPARTMENT
RECEIVED
15 MAY 2014
P. O. BOX 1, ENTEBBE

INTENAL MEMO

TO: AG. DLM

C.C MINISTER
C.C ALL MINISTERS OF STATE
C.C PS

FROM: CSM

DATE: 16TH MAY 2014

RE: TRANSFER OF MICROFILM RECORDS FROM ENTEBBE LAND OFFICE TO KAMPALA HEADQUARTERS

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Microfilm records which have been sent, cover the following counties:

County	Block Name	Block Numbers	
Kyadondo	Kyadondo	27-37	}
Kyadondo	Kyadondo	249-271	}
Kyadondo	Kyadondo	265	} 6 Films
Kyadondo	Kyadondo	244	}
Kyadondo	Kyadondo	215-221	}
Kyadondo	Kyadondo	60-67	}
Busiro	Busiro	553-604	}
Busiro	Busiro	514-552	}
Busiro	Busiro	341-377	}
Busiro	Busiro	106-144	} 7 Films
Busiro	Busiro	314, 474, 476	}
Busiro	Busiro	412-466	}
Busiro	Busiro	159-194	}
Singo	Singo	1-30	}
Singo	Singo	544-577	}
Singo	Singo	472-503	} 6 Films
Singo	Singo	31-60	}
Singo	Singo	107	}

Singo	Singo	108-123 }	
County	**Block Name**	**Block Numbers**	
Bulemezi	Bulemezi	875-993 }	
Bulemezi	Bulemezi	654-706 }	
Bulemezi	Bulemezi	215-380 & 434-691	} 5 Films
Bulemezi	Bulemezi	991-1025 & 133-223	}
Bulemezi	Bulemezi	204-232 }	
Singo	Singo	629-739}	
Singo	Singo	170-189}	
Singo	Singo	303-328}	5 Films
Singo	Singo	615-650}	
Singo	Singo	367-414}	
Bulemezi	Bulemezi	297-316}	
Bulemezi	Bulemezi	741-821}	
Bulemezi	Bulemezi	70-88 }	
Bulemezi	Bulemezi	668-739}	7 Films
Bulemezi	Bulemezi	233-249}	
Bulemezi	Bulemezi	706-943}	
Bulemezi	Bulemezi	180-203}	
Kyadondo	Kyadondo	118-130}	
Kyadondo	Kyadondo	154-193}	
Kyadondo	Kyadondo	82-86	} 4 Films
Kyadondo	Kyadondo	101-117}	
Busiro	Busiro	86-101 }	
Busiro	Busiro	195-240}	4 Films
Busiro	Busiro	468-513}	
Busiro	Busiro	269-279}	
Singo	Singo	504-524}	
Singo	Singo	269-302}	
Singo	Singo	449-451}	4 Films
Singo	Singo	- -749}	
Bulemezi	Bulemezi	632-788}	
Bulemezi	Bulemezi	916-990}	
Bulemezi	Bulemezi	2-12	} 5 Films
Bulemezi	Bulemezi	32-53 }	
Bulemezi	Bulemezi	297-316}	
Agreements and Transfers			} 2 Films
Total Number of Films			**55 Films**

Please note that the Blocks were based on Counties and the Microfilm records which have been sent are of the Counties on Blocks.

I have also sent you Mr. Dan Mukiibi (Lithographer) to assist you to set-up a mini Laboratory for storing the films. There is need to make some back-ups and to procure a microfilm reader.

Please acknowledge receipt of the films.

M.N. Kajumbula
COMMISSIONER, SURVEYS AND MAPPING

The copy of title that inures to the Benefit of Daudi Chwa and the beneficiaries to whom this land was allocated is above. Its quiet interesting that <u>Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243</u> and John Bosco Muwonge **are not part but they have all along been making noise about the same like they owned any land there before.** Finally the world needs to know who the real owners of the **Land at Nabagereka primary school is so that we can stop having noise in this town and finally the vendors will be able to breathe.**

WHAT MAKES JOHN BOSCO MUWONGE LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15,KIBUGA BLOCK 12 PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19,KIBUGA BLOCK 12 PLOT327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 DATED 6TH APRIL 2022 OBTAINED FROM THE COMMISIONER LAND REGISTRATION A LEGAL NULLITY.

In Uganda, case law emphasizes the importance of due diligence, particularly when purchasing land, to ensure a buyer has a clear and marketable title. **The courts have consistently held that a mere search at the Lands Registry is insufficient.** Buyers are expected to conduct thorough investigations, including physical inspections and engaging local authorities, to ascertain the seller's ownership and the land's history.

In **Bageire vs Ausi Matovu (CACA No. 7 of 1996), that is** cited frequently, highlights the importance of thorough investigation before purchasing land, emphasizing that land is a valuable property and not simply a commodity. In **Mary Buyondo v Equity Bank (HCCS 2890 of 2016):** demonstrates the consequences of failing to conduct proper due diligence. Ms. Buyondo, despite repaying her loan, found that her title had been transferred to another party without her knowledge, showcasing the need for vigilance. In **Naome Auma & Anor Vs Nantume Ruth & Anor:** reinforces that buyers who fail to conduct due diligence and purchase from fraudsters do not obtain a valid title. From the above its very clear that before John Bosco Muwonge got the leases he was supposed to do due diligence and find out whether **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** actually owned land in compliance with **effect 68 of the Registration of Titles Act,Cap 230** that I am sharing with you below.

68. History of various dealings affecting land to be preserved

Such references shall be noted in the Register Book and on instruments lied hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

John Bosco Muwonge got the leases from the Commissioner Land Registration in 2022. Before doing so he is supposed to have been aware of the ruling in **konda Zimula v Byarugaba & anor (H.C.C.S. No. 66 of 2007) [2014] UGHCLD 68 (10 November 2014).** The details will be obtained subsequent.

The doctrine of bona fide purchase for value without notice is embedded in our Registration of Titles Act (Cap. 230). A bona fide purchaser is one who buys land for value without notice of another's claim to the property and without actual or constructive notice of any defects in or infirmities, claims, or equities against the seller's title; one who has in good faith paid valuable consideration without notice of prior adverse claims. **(Nabanoba Desiranta v Kayiwa Joseph (HCCS No. 497 of 2005) [2010] UGHC 19 (15 February 2010)(Eva Lubwama Takirambudde v Bank of Africa (HCCS No. 177 of 2013).**

The doctrine stems from an attempt to create certainty of title to land. This was one of the main objectives of the Torrens system of land registration which Uganda adopted from Australia. The certificate of title is conclusive proof of ownership. A person dealing with registered land need only confirm the ownership of the land from the register and need not make any further inquiries or 'go behind the register' to ascertain how the claimed owner was registered as such. The classic statement is to be found in the case of **Orinda de Souza v Kasamali Manji ([1967] EA 758)** that **"the**

cardinal principle of the Statute is that the Register is everything, and that except in cases of actual fraud on the part of the person dealing with the registered proprietor has an indefeasible title against all the world."

Under the Registration of Titles Act "purchaser" is defined to include a mortgagee (or lender who takes the borrower's land as security for repayment of a loan). The doctrine of bona fide purchaser for value without notice therefore extends to a mortgagee bank. A bank that takes a mortgage over land bona fide is also entitled to the protection of the doctrine of bona fide purchaser or in this case mortgagee for value without notice of fraud.

In **Mary Buyondo v Equity Bank (HCCS 2890 of 2016)** the plaintiff mortgaged land on which she lived and operated a bar, restaurant and guesthouse to Uganda MicroFinance (predecessor in title to Equity Bank). Though she repaid the loan Equity Bank was unable to return her title deed. Ms Buyondo was alerted of efforts to sell her land and upon carrying out a search at the Lands Registry she discovered that her title had indeed been transferred to the second defendant and mortgaged to Finance Trust. Both Equity Bank and Finance Trust had certificates of title for the same land. The Registrar declared the title with Equity Bank forged and the title with Finance Trust genuine. Ms Buyondo filed suit and led evidence that upon mortgaging her land she had been required to deposit a blank signed transfer form. It was this form that had been made out and fraudulently used to transfer the land to the second defendant who had mortgaged it to Finance Trust. **(The practice of signing blank transfers has since been outlawed by the Mortgage Act 2009).** The pictures on the transfer form were not of the plaintiff.

The court ruled that carrying out a search at the Land Registry is not sufficient due diligence before transacting in property. Due diligence before transacting in land would require more than confirming the registered owner

of the property on the certificate of title. The court followed the decision of **Sir John Bageire v Ausi Matovu (CACA. No. 7 of 1996) and the controversial dicta of Hon. Justice Okello JA** that **"… lands are not vegetables which are bought from unknown sellers. Lands are very valuable properties and buyers are expected to make thorough investigations not only of the land but also of the owners before purchase."** The court stated that due diligence would require that a person who wishes to transact in land should consult the occupants and neighbours of the land about the true owners of the property before concluding the transaction.

The court faulted Finance Trust for not inquiring from the occupants of the suit land or from the local authorities. The court therefore determined that Finance Trust was not a bona fide mortgagee and ordered its mortgage canceled.

A study of **Konde v Byarugaba (HCCS No. 66 of 2007)** also cited by the court in Mary Buyondo reveals an easy reconciliation of a purchaser's entitlement to rely on the register and the controversial duty to do due diligence that some have termed as 'going behind the register' or making inquiries beyond confirming ownership from a search at the registry. **Kwesiga J cites L. Voumard Q.C. in Sale of Land in Victoria 2nd Edition** at page 402:

"……**The duty of a purchaser or a mortgagee to investigate the title is not a duty owing to the holder or the possible holder of a latent title or security. It is a merely the course which a man dealing bona fide is proper and usual manner for his own interest ought by himself or his solicitor to follow that course the omission of it may be a thing requiring to account for or explained. It may be evidence of a design inconsistent with what a bona fide dealing to avoid knowledge of the true state of title... a purchaser who knows that the property purchased is in occupation of some person other than the vendor is**

affected with constructive notice of the right of the occupier but if he registers a conveyance without making further inquiries he will lose the benefit of registration only if in the circumstances of the case abstention from inquiry evidences a want of good faith……."

Kwesiga J. states that the principle in **Orinda de Souza** has been qualified. He states further that the law has not been static and the duty to do due diligence in the designs of fraud requires the intending purchaser to do more than merely looking at the certificate of title but to investigate the validity of the title. The mischief of fraud and elements of fraud have overtime mutated to involve the Registrars of Titles. For instance, there are cases where instrument numbers that are used to register proprietorship have been found to be non-existent or instruments that rightly belong to other properties. According to Kwesiga J., this necessitated departure from what the position of the courts in 1962, 52 years ago when the case of De Souza was decided.

Kwesiga J. faulted the purported purchaser not only for failing to make inquiries from the occupants on the land and local authorities but also for failing to investigate the instrument under which the vendor obtained registration.

From the lessons above, John Bosco Muwonge should lean that you cannot have a better title than the one you purchased. The doctrine is called **"NEMO DAT QUOD NON HABET"**. The principle of **"nemo dat quod non habet,"** meaning **"no one can give what they do not have,"** is a cornerstone of property law. It establishes that a buyer cannot acquire a valid title to property from someone who doesn't have the right to sell it. Essentially, the rule prevents the transfer of ownership by someone who doesn't have the right to transfer it, regardless of the buyer's good faith. The **nemo dat rule** is a fundamental principle that governs the transfer of ownership in both movable and immovable property. It dictates that a buyer cannot obtain a good title to property from a seller who doesn't have the right to sell it. The

nemo dat rule is important because it helps maintain the integrity of property ownership and prevents the transfer of rights that the seller doesn't possess. In essence, the nemo dat rule is a fundamental principle of property law that ensures that ownership can only be transferred by someone who has the right to do so, protecting the original owner's rights.

A purchaser may not automatically gain ownership if the seller obtained the property unlawfully.

This principle is rooted in the legal maxim **"nemo dat quod non habet", commonly known as the Nemo Dat Rule, which means "no one can give what they do not have"**. Simply put, if a person does not have rightful ownership of goods or property, they cannot legally transfer that ownership to someone else. The rule aims to protect those whose property rights have been wrongly taken and prevent bad faith actors from profiting from dishonest dealings. So when effect 68 of the Registration of Titles Act,Cap 240 is read with the doctrine of **"nemo dat quod non habet"**, it lives both **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** and **John Bosco Muwonge** in space for their claims have no correlation with **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911. The copy of this title has been seen.**

It's time for **John Bosco Muwonge** to legally take on **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** for the monies that they sold him but he will have to go through a legal process.

WHY MORTGAGES BACKED BY **FORGED LEASE TITLES AND DEEDS** LIKE THAT THE STATE SEES DETAILED IN **LRV 4006 FOLIO 14 PLOT 284 BLOCK 12 KISENYI WITH A LEASE OF 97 YEARS W.E.F 1ST DAY OF FEBRUARY 2009** WITH AN **EXIPIRATION DATE OF 31ST DAY OF JANUARY 2106** FOR WHICH **THE MAILO PARENT** IS NOT DECLARED AND NEVER EXECUTED BY THE **LEGITIMATE LANDLORD** IS **SIMPLY COLOUR OF TITLE** AND **NOT TITLE** OVER WHICH A MORTGAGE CAN BE DONE. THE **COLOUR OF TITLE** IS OWNED BY **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA CANNOT BE USED TO CLAIM THE LAND OVER WHICH HE HAS CHASED THE HAWKERS FROM AND WHY THERE IS NEED TO CARRY OUT A THROUGH INVESTIGATION ON THESE PEOPLE SO THAT WE CAN THEN KNOW THE GENESIS OF THE FRAUD.**

In case law, real property title is defined as the right of ownership, or the "bundle of rights," that a person has in a piece of land. This includes the right to possess, use, and dispose of the land, as well as the right to exclude others from doing so. Title is distinct from possession, which is the right to occupy or control the land.

In **Smith v. Bank of America etc. Assn. (1936), 14 Cal. App. 2d 78, 85 [57 P.2d 1363], quoting from Skelly Oil Co. v. Kelly (1931), 134 Kan. 176 [5 P.2d 823, 824],** that "The word title has a variety of meanings. It sometimes connotes the means by which property in land is established, as in the expression 'chain of title.' It sometimes means 'property' or 'ownership' in the sense of the interest one has in land. A common meaning is complete ownership, in the sense of all the rights, privileges, powers and immunities an owner may have with respect to land." **[37 Cal. 2d 649]**

In **Sheehy v. Miles (1892), 93 Cal. 288, 292 [28 P. 1046],** the following appears: "In the case of **Turner v. McDonald, 76 Cal. 177 [18 P. 262, 9 Am.St.Rep. 189],** this court said: 'A perfect title must be one that is good and valid beyond all reasonable doubt'; and in that case it was conceded by counsel upon both sides that a title, to be good, 'should be free from litigation, palpable defects, and grave doubts, should consist of both legal and equitable titles, and should be fairly deducible of record.' It would seem, in fairness to the vendee, that the foregoing requirements should be held absolutely necessary, in order to fully satisfy the covenant of perfect title. Certainly such a condition of title must exist before it can be said to be good and valid beyond reasonable doubt.

Other definitions of title are: "The words **'good title'** import that the owner has the title, legal and equitable, to all the land, and the words 'defective title' mean that the party claiming to own has not the whole title, but some other person has title to a part or portion of the land." **(Copertini v. Oppermann (1888), 76 Cal. 181, 186 [18 P. 256]; Bates v. Howard (1894), 105 Cal. 173, 184 [38 P. 715].)** "A person who has contracted to purchase real estate is entitled to a perfect title; and if the estate or interest of the vendor is subject to defeasance upon the happening of a contingent event or the nonperformance of a condition, the title tendered is not perfect or 'marketable.' Hence, where the vendor brings suit for specific performance, the purchaser may successfully defend the action upon the ground that the estate of the complainant is contingent or defeasible." **(22 Cal.Jur. 818, § 22, Remainders and Reversions.)** "A seller frequently agrees to furnish a 'good and perfect title.' Such an agreement imports a title that must not only be good in point of fact, but it must also be apparently perfect when exhibited--that is, free from reasonable objection, such as litigation, palpable defects and grave doubts fairly deducible of record, and unencumbered." **(7 Cal.Jur. 751-752, § 31, Covenants; see, also, 25 Cal.Jur. 626-629, § 125, Vendor and Purchaser.)**

"Much learning has been expended in giving definitions as to good and marketable titles. The following appears to be one supported by the weight of authority, to wit: **'A marketable title**, to which the vendee in a contract for the sale of land is entitled, means a title which a reasonable purchaser, well informed as to the facts and their legal bearings, willing and anxious to perform his contract, would, in the exercise of **[37 Cal. 2d 650]** that prudence which business men ordinarily bring to bear on such transactions, be willing and ought to accept.' " **(Staton v. Buster (1926), 79 Cal. App. 428, 432 [249 P. 878],** holding wife's signature to deed to community real property acquired prior to 1917, in addition to that of husband, not required to convey good and marketable title to such community realty; **see also Mertens v. Berendsen (1931), 213 Cal. 111 [1 P.2d 440].)**

Before **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** can say they own land in the location they are chasing the howkers way from, they need to be conversant with the fact that in **konda Zimula v Byarugaba & anor (H.C.C.S. No. 66 of 2007) [2014] UGHCLD 68 (10 November 2014)** it was held that,"……. **The mischief of fraud and elements of fraud have overtime mutated to involve the Registrars of Titles. For instance, there are cases where Instrument numbers that are used to register proprietorship have been found to be none existent or Instruments that rightly belong to other properties e.g. for caveats.** This necessitates departure from what the position of the Courts in 1962, 52 years ago when the case of De SOUZA (Supra) was decided……". So without the **permanent secretary of the Uganda Land Commision,Andrew Nyumba** explaining how the leases that form the basis of claim for **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** relate to the title **MRV 12,Folio 11, F.C**

8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911 registered in the names of His Highness Daudi Chwa and his lineal descedants, a copy that you have seen above, there is a lot of **dishonesty and fraud** that we see in the report that formed the basis of valuation signed by **Permanent Secretary of the Uganda Land Commision,Andrew Nyumba that is referenced VAL/136/254/01 that was the rebuttal to the letter from THE EXECUTIVE DIRECTOR OF KAMPALA CAPITAL CITY AUTHORITY,P.O.BOX 7010 Kampala Uganda referenced ED/KCCA/303/01 dated 18th March 2022 and 19th April 2022 in line with VALUATION OF LAND FOR EXPANSION OF TRADING SPACES IN KAMPALA CAPITAL CITY CENTRE FOR MARKET VENDORS AND LOW INCOME GROUPS** for such disclosures do not comply with **effect 68 of the Registration of Titles Act,Cap 240 that I am reiterating below.**

> **68. History of various dealings affecting land to be preserved**
>
> Such references shall be noted in the Register Book and on instruments lied hereunder as will allow the title to be traced either downwards from or upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

The ownership of the land in question by BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA should relate to the original ownership of the land in question which we now know is for **H.H Daudi Chwa and if dead his lineal descedants to whom the land in question was bequeathed by title detailed as MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911. The copy of this title has been seen and cannot be refuted.** By **Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers)**

in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA) never making the required due diligence disclosures that we are now becoming privy to here in, they will be held liable for **dishonesty, fraud and abuse of office**, while **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** will be held liable for dishonesty, fraud, forgery of instruments and conspiracy to defraud arising from their collaboration with **Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr. Kasule Nathan(Manager Land Management Unit,KCCA)**for if it was not a proceed of this investigation and disclosures.

As was held in the case of **A.K. Detergents Ltd. v. G.M. Combine (U) Ltd. (1999) KALR 536,** the allegations of **fraud** are quite serious in nature and require to be specifically pleaded and proved before a court of law beyond mere balance of probability though not necessarily beyond reasonable doubt. Needless to state that, fraud is not an "error" or "mistake" because it goes to the root of the title and requires proof to the standard stated in **A.K. Detergents Ltd. v. G.M. Combine (u) Ltd case (supra)** and the level of adjudication that could be by the Chief Registrar of Titles. Recourse had to be had to the High Court in all such cases where fraud was alleged.

As to whether **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** and **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** was registered on the certificate of title through fraud, and if so whether the fraud is attributable to him. The position of the law as relates to fraud is well settled. In the case of ***Fredrick J. K. Zaabwe v. Orient***

Bank & 5 O'rs, S.C. C.A No. 4 of 2006,(at page 28 of the lead judgment)Justice Katureebe JSC, relied on the definition of fraud taken from ***Black's Law Dictionary, (6th Ed) at page 660*** as follows;

> "***An intentional perversion of truth for purposes of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Anything calculated to deceive, whether by a single act or combination or by suppression of truth or suggestion of what is false, whether it is by direct falsehood or innuendo by speech or silence, word of mouth or look or gesture… A generic term embracing all multifarious means which human ingenuity can devise and which are resorted to by one individual to get advantage over another by false suggestion or by suppression of truth and includes all surprise, trick, cunning dissembling and any unfair way by which another is cheated. "Bad faith" and fraud are synonymous and also synonymous of dishonesty, infidelity, faithlessness, perfidy, unfairness etc. ..As distinguished from negligence, it is always positive intentional. It comprises all acts, omissions and concealments involving a breach of a legal or equitable duty and resulting in damage to another. And includes anything calculated to deceive whether it be a single act or combination of circumstances, whether the suppression of truth or the suggestion of what is false whether it be by direct falsehood or by innuendo by speech, or by silence by word of mouth or by look or gesture."***

The above extensive definition, in my view, encapsulates all aspects of what constitutes fraud. Further in the case of **Kampala Battlers Ltd v. Damanico (U) Ltd., S.C.C.A No. 22of 1992, Wambuzi, CJ (at page 5 of**

his judgment) quoting the trial judge on the **definition of fraud** that stated that;

> **"It is well established that fraud means actual fraud or some act of dishonesty."**

In the case of **Waimiha Saw Milling Co. Ltd.v. Waione Timber Co. Ltd.(1926) A.C 101 at page 106**, it was held that fraud implies some act of dishonesty. Also in **Assets Co. v. Mere Roihi (1905) A.C 176**, it was held that fraud in actions seeking to affect a registered title means actual fraud, dishonesty of some sort not what is called constructive fraud; an unfortunate expression and one may opt to mislead, but often used for want of a better term to denote transactions having consequences in equity similar to those which flow from fraud. See also: **David Sejjaaka Nalima v Rebecca Musoke (Civil Appeal 12 of 1985) [1986] UGSC 16 (9 November 1986).**

Regarding the standard of proof in cases of fraud, it has been held that it is slightly beyond balance of probabilities required in ordinary civil cases but not beyond reasonable doubt as required in criminal cases. See: **UNTA Exports Ltd.v.Customas(1970) EA & Margaret Musango v.Francis Musango [1970] HCB 226; Amama Mbabazi &A' nor v. Musinguzi Garuga James, Election Petition No. 12 of 2012; Ndaula Ronald v. Hajji Nadduli Abdul, Election Petition Appeal No. 20 of 2001; Kampala Bottlers Ltd. v. Damanico (U) Ltd.(supra).**

The particulars of fraud as set out in this case against **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** and **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** are the buying the suit land

knowing of the **H.H Daudi Chwa ownership and if dead his lineal descedants that we have all seen'** interest in the same; transferring land into **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** and **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** names after dubiously taking advantage of the dictates of the Land Act Cap 227 of the Laws of Uganda that accommodate leasing and disregarding the original registration of the land in question that is rooted in the **Registration of Titles Ordinances, The Registration of Titles Act,Cap 205(1924), The Registration of Titles Act,Cap 230 and the Registration of Titles Act Cap 240** that support **H.H Daudi Chwas private mailo registration** detailed as **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911.**; and purchasing the suit land well knowing that the **H.H Daudi Chwa and if dead his lineal descedants** were bona fide occupants of the same. **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** and **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** for his part denied any knowledge of the alleged or of any fraud or error in title of his predecessors, if any, as none was brought to his attention. He also denied that he personally participated in the alleged fraud. The reason why **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA is simply because they did not do the required due diligence.**

Due diligence before transacting in land would require more than confirming the registered owner of the property on the certificate of title. The court followed the decision of **Sir John Bageire v Ausi Matovu (CACA. No. 7 of 1996)** and the **controversial dicta of Hon. Justice Okello JA that "… lands are not vegetables which are bought from unknown sellers. Lands are very valuable properties and buyers are expected to make thorough investigations not only of the land but also of the owners before purchase."** The court in **konda Zimula v Byarugaba & anor (H.C.C.S. No. 66 of 2007) [2014] UGHCLD 68 (10 November 2014)** stated that due diligence would require that a person who wishes to transact in land should consult the occupants and neighbours of the land about the true owners of the property before concluding the transaction and this is what **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** was supposed to do before he purchased the land in question from whoever he claims to have done so from. It was thus illegal for **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** to have got himself registered on the title for land that legally belonged to the estate of the deceased with no evidence to show that any legal representative of late His Highness Daudi Chwa estate had effected such a transfer. Equally, it was illegal for the Chief Registrar of Titles to have allowed **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** to deal in the estate of a deceased person without first requiring production of Letters of Administration. I am acutely alive to the fact that an illegality does not necessarily amount to fraud. However, **where there is failure or omission to take an essential step, as was in this case, fraud will be inferred and this is where BOOST INVESTMENTS LIMITED OF**

P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA become liable for fraud **and with this proof now in the courts ambit, there is no way BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** can escape the fraud.

In the case of **Nabanoba Desiranta & A' nor v. Kayiwa Joseph & A' nor, H.C.C.S. No. 496 of 2005, Aweri Opio J (as he then was)** quoting the case of **UP&TC v. Abraham Katumba [1997] IV KALR 103** held that as the law now stands a person who purchases an estate which he knows to be in occupation of another person other than the vendor is not a bona fide purchaser without notice. Further relying on the case of **Taylor v. Stibbert [1803 – 1813] ALL ER 432, the Learned Judge** held that the defendant failed to make reasonable inquiries of the persons in possession and as **such his ignorance or negligence formed particulars of fraud** and with the same wisdom now in our ambit, we all need to agree that **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA is liable for fraud in this matter per se,** the next issue we have to look at is that of **forgery.**

BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA with the affirmation of **Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA)** claims to hold leases

detailed as LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15 KIBUGA BLOCK 12 PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19.KIBUGA BLOCK 12 PLOT 327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 dated 6th April 2022 obtained from the Commissioner Land Registration as affirmed by **Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr. Kasule Nathan(Manager Land Management Unit,KCCA)** .

But we have now realized that **LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15 KIBUGA BLOCK 12 PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19.KIBUGA BLOCK 12 PLOT 327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 dated 6th April 2022** which are the basis of claim by **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** have no correlation with **H.H Daudi Chwas private mailo registration** detailed as **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911**as required by effect 68 of the Registration of Titles Act,Cap 230 (Supra) . This implies that as a result of **conspiracy to defraud the Government of Uganda** and the general public, BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA together with the COMMISIONER LAND REGISTRATION AND **Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr. Kasule Nathan(Manager Land Management Unit,KCCA)** have connived to forge instruments over **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911** with the intention of defrauding the **Government of Uganda Ugx 325,183,000,000/-(Uganda Shillings Three Hundred Twenty Five Billion, One Hundred Eighty Three Million only)** that was almost going to be paid as

a result of this conspiracy to defraud that we now bar. We need to legally explain what forgery is.

Under Common Law, forgery laws generally criminalize **the act of falsely making, altering, or imitating a document or signature with the intent to defraud.** This can range from simple signature forgeries to the creation of entirely fabricated documents. State forgery laws exist, with penalties varying based on the nature of the forged item and the dollar value involved.

"Forgery at common law denotes a false making (which includes every alternation of or addition to a true instrument), a making malo animo, of any written instrument for the purpose of fraud and deceit. . . . [The ancient and modern authorities] all consider the offence as consisting in the false and fraudulent making or altering of such and such instruments."(Emphasis in original). Coke, ["**Lord Coke [Third Institute 169] indeed seems to confine it [forgery] in strictness to an act done in the name of another, but this was long ago agreed . . . to be too narrow a definition."2 East, Pleas of the Crown, 852 (1803). Hawkins interpreted Coke to say that even the alteration of a deed, by adding a 0 to 500 to make it 5000, "may more properly be called a false than a forged Writing, because it is not forged in the Name of another, nor his Seal nor Hand counterfeited." 1 Hawkins, Pleas of the Crown, c. 70, § 2 at 183 (1762).]** Hawkins, **["Forgery by the Common Law seemeth to be an Offence in falsely and fraudulently making or altering any Matter of Record, or any other authentick Matter of a publick Nature. . . ."1 Hawkins, Pleas of the Crown, c. 70, § 1, p. 182 (1762). "Also, the Notion of Forgery doth not seem so much to consist in the counterfeiting a Man's Hand and Seal, which may often be done innocently, but in the endeavouring to give an Appearance of Truth to a mere Deceit and Falsity, and . . . to impose that upon the World as the solemn Act of another. . . ." Id., § 2 at 183.]** and Blackstone, **["Forgery, or the crimen falsi, . . . may with us be defined (at common law) to be, 'the fraudulent making or alteration of a writing to the prejudice of another man's right.' . . ." 4**

Blackstone, Commentaries (Christian ed. 1809) 247-248.] who are also cited by the Government, are no more persuasive towards the Government's view. The more inclusive definition of forgery contained in the **English statutes, supra, p. 370 U. S. 655 and note 7**, proves not that **Regina v. White** was mistaken in its view of the common law, but only that a broader definition was deemed desirable by Parliament. And, finally, the **Regina v. White** view of forgery at common law was early accepted in a federal case as representing the English common law. In **re Extradition of Tully, 20 F. 812**. The same view of forgery has since been followed in most of the state and federal courts in this country. **See, e.g., People v. Bendit, 111 Cal. 274, 276-280, 43 P. 901, 902; Pasadena Investment Co. v. Peerless Casualty Co., 132 Cal. App. 2d 328, 331, 282 P.2d 124, 125; State v. Lamb, 198 N.C. 423, 425-426, 152 S.E. 154, 155-156; Dexter Horton Nat. Bank of Seattle v. United States Fidelity & Guaranty Co., 149 Wash. 343, 346-351, 270 P. 799, 800-802; Great house v. United States, 170 F.2d 512, 514; Marteney v. United States, 216 F.2d 760, 763-764** and following the same wisdom, we will also follow the same with the intention of holding the **Commissioner Land Registration** and **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** liable for forgery of **LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15 KIBUGA BLOCK 12 PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19.KIBUGA BLOCK 12 PLOT 327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 dated 6th April 2022** over land that was originally titled **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911** with the intention of defrauding the Government of Uganda in a conspiracy that was hatched by **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** liable for forgery of **LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15 KIBUGA BLOCK 12**

PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19.KIBUGA BLOCK 12 PLOT 327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 dated 6th April 2022 and Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA).

Under common law, forgery is a crime committed when a person creates or alters a legal instrument with the intent to defraud. False documents are frequently used to describe **forged records, and counterfeit** is used to describe **forged money or currency.** So in the instant case, **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA** liable for forgery of **LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15 KIBUGA BLOCK 12 PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19.KIBUGA BLOCK 12 PLOT 327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 dated 6th April 2022** and the evidence for this has been construed from the official documents that where published by **Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA) that support the basis of claim for Uganda Ugx 325,183,000,000/-(Uganda Shillings Three Hundred Twenty Five Billion, One Hundred Eighty Three Million only)** that was almost going to be paid as a result of this conspiracy to defraud that we now bar arising from the compliant that caused the basis of the investigation you are becoming privy to that was brought by the **FEDERATION OF KAMPALA HAWKERS AND VENDORS ASSOCIATIONS (U) LIMITED.**

BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 , MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA, the COMMISONER LAND

REGISTRATION AND Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA) will now be held liable for forgery of titles for **LRV 4006/14,LRV 4006/17,LRV 4006/20,LRV 4006/15 KIBUGA BLOCK 12 PLOT 728,LRV 4006/12,LRV 3682/6,LRV 4338/19.KIBUGA BLOCK 12 PLOT 327,KIBUGA BLOCK 12 PLOT 726,LRV 4006/18 dated 6th April 2022 over MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911** which we all know is the land for Daudi Chwa and if dead his lineal descedants. The forgery was done in breach of the requirements of effect 68 of the Registration of Titles Act,Cap 230(Supra) and it was a proceed of conspiracy to defraud that was hatched by **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 , MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA, the COMMISONER LAND REGISTRATION AND Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA).**

The next is we have to litigate is the conspiracy to defraud that was hatched by **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269, MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA, the COMMISONER LAND REGISTRATION AND Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA).**

"If two or more persons conspire either to commit any offense against Uganda, or to defraud Uganda, or any agency thereof in any manner or for any purpose, they will be liable for conspiracy to defraud. Conspiracy charges

are very serious, as they encompass a wide range of conduct and often add layers of complexity to a criminal case. **A conspiracy is an agreement between two or more people to do something that is against the law. The parties to the conspiracy must also specifically intend to commit the crime that is the objective of the agreement. This does not mean that each participant must know all the details of the crime to be committed or all the members of the conspiracy**. Instead, to be liable for conspiracy, the participant must know that the agreement is to do something the law forbids. **Once an individual has joined a conspiracy, he or she is derivatively liable for his or her co-conspirators' illegal acts in furtherance of the conspiracy, even if he or she did not directly participate in those illegal acts**. However, an individual cannot be charged with substantive crimes committed by others in the conspiracy if those crimes were committed before he or she joined the conspiracy, or after he or she successfully withdrew from the conspiracy. Conspiracy is a crime separate and distinct from the crime that is the object of the conspiracy. This means a person can be prosecuted and convicted for both the conspiracy itself and the underlying crime. The core of a conspiracy charge is the agreement to commit a crime, not the successful completion of that crime.**(CRIMINAL APPEAL No. 0013 OF 2016(Arising from Arua Chief Magistrates Court Criminal Case No. 1163 of 2015)(ANGODUA KEVIN VERSUS UGANDA, Before: Hon Justice Stephen Mubiru.)**

Under the law of conspiracy, the agreement itself is the crime, and it is the agreement between two or more people to commit a crime that separates conspiracy from offenses like aiding and abetting. The agreement does not have to be formal and is generally proven through circumstantial, versus direct, evidence, or is inferred from **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 , MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA, the COMMISONER LAND REGISTRATION AND Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick**

Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA)'s actions. While mere association with conspirators or mere knowledge of a conspiracy is not enough to establish an agreement, a tacit or mutual understanding is sufficient. Practically speaking, this means that it is relatively easy for the government to show the existence of an agreement for purposes of charging a conspiracy. In the instant case the agreement between the parties above is well laid in the report produced by **Mr. Andrew Nyumba Permanent Secretary produced on 7th June 2022 referenced as VAL/136/254/01 that was addressed to the EXECUTIVE DIRECTOR,KAMPALA CAPITAL CITY AUTHORITY OF P.O.BOX 7010,KAMPALA UGANDA that has been attached hereon.**

Common Law requires that one or more co-conspirators "do any act to effect the object of the conspiracy." This is referred to as an "over act" in furtherance of the conspiracy. The overt act does not have to be criminal, and it does not have to be the substantive offense charged. The overt act required under common law can be committed by any member of the conspiracy and in this case it can be construed from the report produced by **Mr. Andrew Nyumba Permanent Secretary produced on 7th June 2022 referenced as VAL/136/254/01 that was addressed to the EXECUTIVE DIRECTOR, KAMPALA CAPITAL CITY AUTHORITY OF P.O.BOX 7010, KAMPALA UGANDA.** Once the **overt act is** committed, all members have committed the **crime of conspiracy and with this wisdom in our ambit, we have fully satisfied that BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 , MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA, the COMMISONER LAND REGISTRATION AND Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA)** can now be held liable for conspiracy to defraud **Uganda Ugx 325,183,000,000/-(Uganda Shillings**

Three Hundred Twenty Five Billion, One Hundred Eighty Three Million only) that was almost going to be paid as a result of this conspiracy to defraud that we now bar arising from the compliant that caused the basis of the investigation you are becoming privy to that was brought by the **FEDERATION OF KAMPALA HAWKERS AND VENDORS ASSOCIATIONS (U) LIMITED.**

The next issue we need to discuss is whether the claim that was brought by the FEDERATION OF KAMPALA HAWKERS AND VENDORS ASSOCIATIONS (U) LIMITED can be stayed by **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 , MUWONGE JOHN BOSCO OF P.O.BOX 30172, KAMPALA, the COMMISONER LAND REGISTRATION AND Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA)** claim that the claim for title supported by **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911** can be barred by the **STATUTE OF LIMITATIONS** since **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 registered 0.0500 Hectares under Leasehold Register Volume 4006 Folio 14 Land at Kisenyi Block 12 Plot 284, Lease of 97 years with effect from 1st Day of February 2009 with the intention of defeating the original ownership that we see in MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911** that was registered in the names of Daudi Chwa and his lineal descedants. The next issue we have to argue is that of the statute of limitations.

WHY THE STATUTE OF LIMITATIONS CAN NEVER BE USED AS A BASIS OF LEGITIMISING FORGED TITLES LIKE THAT OF BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU

We are now sure that **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** are forged titles that are taint with illegality. The failure to comply with provisions of the law meant that **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** and the **Chief Registrar of Titles exercised power illegally while making the leases that John Bosco Muwonge and Boost Investments Limited are using to claim the land at Nabagereka** with material irregularity, which rendered his actions on the **title null and void and hence fraud in the factum.** It was held **Makula International Ltd. v. His Eminence Cardinal Nsubuga & A' nor [1982] HCB 11** that an illegality once brought to the attention of court cannot be condoned. No one can now claim that the grantee in the spurious paper ever received any title whatever under it, and, of course, **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** could not convey any better title through the mortgage than **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243** had herself, unless some estoppel was established, and none was found. So that, even if the court had found that **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the**

Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 signed the deed of the land that was actually not owned by them in favour of **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** it would not make the leases that these people are using as the basis of claim legitimate.

There was the assent of the will to the use of the paper or the transfer, as the case may be, though that assent may have been induced **by fraud, mistake or misplaced confidence**. I have said that of **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU**s' claim rests upon a spurious or fabricated paper, but this expression does not describe the true character of the instrument. It was simply a forgery in every legal or moral aspect in which it can be considered. That crime is defined by the common law to be the fraudulent making of writing to the prejudice of another's rights **(4 Black. Com. 247),** or the making malo animo of any written instrument for the purpose of fraud and deceit. **(2 East P.C. 852.)** The false making of an instrument which purports on its face to be good and valid for the purpose for which it was created, with the design to defraud. **(1 Leach, 366; Black's Law Dic. 508.)** The false making or material alteration, with intent to defraud, of any writing which, if genuine, might apparently be of legal efficacy or the foundation of a legal liability. **(2 Bish. Crim. *54 Law, § 523.)** The fraudulent making of an instrument in writing to the prejudice of another's rights. **(People v. Cady, 6 Hill, 490; People v. Shall, 9 Cowen, 778; People v. Harrison, 8 Barb. 560; Harris v. People, 9 Barb. 664.)** So it is held that forgery may be committed by fraudulently procuring the signature of another to an instrument which he has no intention of signing. **(State v. Shurtliff, 18 Me. 368; Gregory v. State,26 Ohio St. 510; Com. v. Foster, 114 Mass. 311.)** The true character of the instrument

which is the sole basis of the defendants' contention is well illustrated by the case of the **State v. Shurtliff (supra).** In that case a party agreed with another to sell to him one acre of his farm, and the intended grantee procured a draft of a deed describing the one acre intended to be conveyed, and presented it to the grantor who examined it and found it correct. The execution of this deed was, however, delayed and the draft remained with the grantee, who afterwards fraudulently procured the draft of another deed which covered and described the grantor's whole farm, and presented it to the latter for execution as the deed before examined, and it was executed and delivered. The grantee was convicted of forgery, and upon a review of the case upon appeal the court said: **"Forgery has been defined to be a false making, or making maloanimo, of any written instrument for the purpose of fraud and deceit. (2 Russ. 317, and authorities there cited.)** The evidence fully justifies the conclusion that of **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** falsely made and prepared the instrument set forth in the indictment, with the evil design of defrauding the party whose deed and title it purported to be **and this is Daudi Chwa and if dead his lineal descedants that will now support the government to have the hawkers sorted subject to terms and conditions**. It is not necessary that the act should be done in whole or in part by the hand of the party charged. **It is sufficient if he cause or procure it to be done.** The instrument was false. It purported to be the solemn and voluntary act of the grantor, in making a conveyance, to which he had never assented. The whole was done by the hand, or by the procurement, of the defendant. It does not lessen the turpitude of the offense that the party whom he sought to defraud was made in part his voluntary agent in effecting his purpose. If he had employed any other hand, he would have been responsible for the act. In truth the signature to that false instrument, in a moral and legal point of view, is as much imputable to him as if he had done it with his own hand. The art and management has no tendency to mitigate the charge, and the opinion

of the court is, **that the crime of forgery has been committed in the making of these leases that are being used by** of **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** to claim the land at Nabagereka for which he is not mandated to. When the false making, with an evil design, is proved artful subterfuges in defense have been disregarded, of which many of the cases cited for the government are illustrations."

The grantor in that case intended to execute a deed, and it was executed and delivered, and, moreover, it was not infected, as the instrument in this case is, with the vice of a false certificate of acknowledgment. So that when the instrument under which of **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** now claim was placed among the public records, it was nothing but a forgery. It was not only a forgery at common law, but a forgery by statute.

The term "forgery" includes now, as it always did, the false making of a written instrument , and under Penal laws of Uganda it is forgery to utter or put off as true, with intent to defraud, a forged deed, knowing it to be forged. Placing the so-called deed in this case upon record, with intent to defraud, was an **"uttering or putting off as true," within the meaning of the statute. (Paige v. People, 3 Abb. Ct. App. Dec. 439.) and the placement has been supported by the Commissioner Land Registration, Mr. Andrew Nyumba (Principal Government Valuer),Mr. Jude Mulindwa and Mr.Derrick Ainamani(Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA)** for which they are now being held **liable for the conspiracy to defraud that we have already accounted for above.** Moreover, a false certificate of an acknowledging officer to an instrument purporting to be a deed, that the

same was acknowledged by a party thereto, is forgery under section 510 of the Penal Code, and while the absence of knowledge or a criminal intent on the part of the officer would absolve him from liability, yet that circumstance cannot, of course, change the character of the instrument of which the certificate is an essential part, or make it any the less a forgery.

That the certificate attached to the paper in question was false, is not, and cannot be, denied. It is found that the party **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** to whom **CRANE BANK LIMITED** loaned money upon fictitious mortgages procured the officer to make the false certificate by some trick or artifice, and by the Penal Code one who directly or indirectly induces or procures another to commit a crime is a principal. **(People v. Fitzgerald, 156 N.Y. 253; People v.McKane, 143 N.Y. 455.)**

The fact that a false and fabricated writing of this character is deposited in a public office for record, and is actually recorded, can add nothing to its legal efficacy. The Recording Act applies to genuine instruments and not to forged ones. **(Albany Co. Savings Bank v. McCarty, 149 N.Y. 71.)** It may be that the actual record of such a paper may deceive the unwary, but that circumstance does not change the legal rights of any one. A bank may loan money upon the security of a pledge or mortgage of personal property in the possession of the thief who has stolen it, and the loan may be made in good faith on the honest belief that the thief who has the possession has the title; but this would not prevent the real owner from pursuing his property and taking it wherever he could find it. **(Knox v.Eden Musee Co., 148 N.Y. 441.)** It would not help the bank in that case to allege, as party **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** in this case allege, that it was a bona fide

purchaser. **It is legally impossible for anyone to become a bona fide purchaser of real estate, or a purchaser at all, from one who never had any title, and that is this case.** It is equally impossible to construct an estoppel against the real owner **upon a forged instrument, placed upon record without the authority of any one, and, of course,** the paper in question was no more entitled to record upon the false certificate than if it contained no certificate whatever. **Void things are as no things.**

This fabricated writing and false record, it is said, has invested party **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU**, holding fictitious mortgages, with the character of bona fide purchasers of real estate, and so has the effect in law of divesting **His Highness Daudi Chwa and if dead his lineal descedants and beneficiaries** of the title to their land and transferring it to **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU**,; or if this proposition should seem to be too drastic, then we are asked to hold that **His Highness Daudi Chwa and if dead his lineal descedants and beneficiaries** is estopped from raising any question with respect to the validity of the paper, since he was the involuntary victim of crime.

It is said that since someone must suffer it is better that **His Highness Daudi Chwa and if dead his lineal descedants and beneficiaries** should lose their land than that the **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** and **crane bank** should lose its money. I have stated at, perhaps, undue length some of the reasons that constrain me to reject the argument. It has always

been supposed that real property could not be the subject of larceny, but this is evidently a mistake, if it be true, as **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** claims, that the false papers which the judgment in this case has declared void and set aside, are to be given such legal effect as to divest **His Highness Daudi Chwa and if dead his lineal descedants and beneficiaries** of his property and convey it to **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU**. In that case the process of stealing real estate, if I may be permitted to use that expression, will be very simple and comparatively safe. **All that will be necessary for the criminal to do in order to feloniously appropriate to his own use the real property of another, is to fabricate a deed that shall contain the signature of the true owner, genuine if possible, by any trick or artifice, but if not, then simulated, since that will be just as good. The next step will be to procure a notary to attach to it a false certificate that the owner acknowledged it before him, and then file it in the clerk's office**. It will not be necessary that the true owner should ever see the paper or deliver it to anyone. If the grantee named in this false paper should be able to find a bank or an individual willing to loan money on the faith of such a record as **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU** did in this case, the theft will be complete, since the title of the true owner will be extinguished by the bona fide intentions of the deluded money lender, or the owner will be estopped by reason of the confidence which it is said may have been reposed in the record of a crime.

The proposition that a person, or a bank, engaged in loaning money, may, if ignorant of the real facts, rely upon a falsehood placed upon record by criminal means, to the prejudice of the rights of the true owner of real estate, **must open the door for the destruction of all titles, and make it much easier for the criminal to purloin real than personal property. It is said that the false deed in this case was duly recorded, but surely this must be an inadvertence, since it is impossible to conceive that a writing, purporting to be a deed, but never executed, acknowledged or delivered, could be duly recorded**. The act of the registrar in copying on his books a forged instrument, deposited with **him as part of a criminal scheme, cannot very well** be called duly recording a conveyance of land.

The record found in **the Commissioner Land Registration, Mr. Andrew Nyumba (Principal Government Valuer), Mr. Jude Mulindwa and Mr.Derrick Ainamani (Government Valuers) in the presence of Mr.Kasule Nathan(Manager Land Management Unit,KCCA)** 's office, upon which **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** say they relied, was simply the result of a crime, and, if they were deceived by it, there is no principle of law or equity that will permit them to make their loss good from **His Highness Daudi Chwa and if dead his lineal descedants and beneficiaries**' property. They are the victims of a criminal contrivance in which they put faith, and they must seek redress from the criminal who conceived and executed the fraud.

In **Marden v Dorthy**, this Court held that a forged deed was void at its inception, finding it to be a "spurious or fabricated paper" **(160 NY 39, 47 [1899]),** a forgery characterized by "the fraudulent making of a writing to the prejudice of another's rights" **(id. at 53).** As Marden noted, a forged deed lacks the voluntariness of conveyance **(see id. at 54).** Therefore, it holds a unique position in the law; a legal nullity at its creation is never entitled to legal effect because "void things are as no things" **(id. at 56).**

A forged deed, however, cannot convey good title, and "[i]t is legally impossible for anyone [sic] to become a bona fide purchaser of real estate, or a purchaser at all, from one who never had any title, and that is this case" **(id. at 56; see also Yin Wu v Wu, 288 AD2d 104, 105 [1st Dept 2001]** ["A forged deed is void and conveys no title"]; **2-15 Warren's Weed New York Real Property § 15.01** ["A purchaser who takes title through a forged deed cannot be a bona fide purchaser, even if the purchaser did not have knowledge of the forgery"]). ["A forged deed . . . is void ab initio"]; **Scott D. Erler, D.D.S. Profit Sharing Plan v Creative Fin. & Investments, L.L.C., 349 Mont 207, 214 [2009]** ["forged conveyances are void ab initio and do not transfer title"]; **Brock v Yale Mortg. Corp., 287 Ga 849, 852 [2010]** ["we have also long recognized that a forged deed is a nullity and vests no title in a grantee"]; **Akins v Vermast, 150 Or App 236 n 7 [Or Ct App 1997]** "If **fraud is 'in factum,'** such as a forged deed or a situation analogous to forgery, the deed is void ab initio and will not support subsequent title in any person"]; **First Nat. Bank in Albuquerque v Enriquez, 96 NM 714, 716 [1981]** ["a forged deed is a void deed and transfers no interest"]; **Williams v Warren, 214 Ark 506, 511 [1949]** ["No one can claim that an estate in land should be divested by forgery"]).

The recording statute applies to "genuine instruments and not to forged ones" **(id. at 56, citing Albany County Sav. Bank, 149 NY at 74).**Given the clarity of our law that **a forged deed is void ab initio**, and that it is a document without legal capacity to have any effect on ownership rights, the question remains whether a claim challenging a conveyance or encumbrance of real property based on such deed is subject to a time bar. **Our case law permits only one answer: a claim against a forged deed is not subject to a statute of limitations defense.**

As the Court held in Marden, a forged deed is void, not merely voidable. That legal status cannot be changed, regardless of how long it may take for

the forgery to be uncovered. As this Court made clear in **Riverside Syndicate, Inc v Munroe, a statute of limitations "does not make an agreement that was void at its inception valid by the mere passage of time" (10 NY3d 18, 24 [2008], citing Pacchiana v Pacchiana, 94 AD2d 721 [2d Dept 1983]).** Consequently, **His Highness Daudi Chwa and if dead his lineal descedants and beneficiaries**' may seek to vacate the deed and **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru**'s encumbrance upon the property.

The forged deed is void and thus creates no legal title nor affords protection to those claiming under it. **See McCoy v. Love, 382 So.2d 647, 648 (Fla.1979); Lloyd v. Chicago Title Ins. Co., 576 So.2d 310, 311 (Fla. 3d DCA 1990). See also Jamnadas v. Singh, 731 So.2d 69, 70 (Fla. 5th DCA 1999**)(forged mortgage is void and a legal nullity); **Southeast Bank, N.A. v. Sapp, 554 So.2d 1193, 1195 (Fla. 1st DCA 1989**)(same). In **Wright v. Blocker, 144 Fla. 428, 198 So. 88 (1940),** relied on in McCoy, the court said of the effect of such deeds, " '[a] forged deed, in the sense defined above, is absolutely void and wholly ineffectual to pass title, even to a subsequent innocent purchaser from the grantee under such forged deed.' " Id. at 91 **(quoting 16 Am Jur. 451-2).**

Indeed, this is the prevailing approach in other jurisdictions **(see e.g. Moore v Smith-Snagg, 793 So 2d 1000, 1001 [Fla Dist Ct App 5th Dist 2001]**["(of course, there is no statute of limitations in respect to the challenge of a forged deed, which is void ab initio"]; **see also Wright v Blocker, 198 So 88, 90-91 [Fla 1940])**. The high court of West Virginia, for example, has observed that "there is no statute of limitations regarding void deeds" **(MZRP, LLC v Huntington Realty Corp., 2011 W Va LEXIS 240, 2011 WL 12455342 [W Va 2011] [void tax deed]),** while the high court of Idaho held that "because a lease agreement was void ab initio, it could be challenged at any time" **(Thompson v Ebbert, 160 P3d 754, 757**

[Idaho 2007] attempted lease void based on a lack of authority to lease only a portion of the property). So finally based on the above wisdom, **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru**'s lease title that he has always used to harass the hawkers and vendors are simply void ab innitio and can never be saved by the statute of limitations . The next issue we have to look at is whether mortgages that are provided using forged deeds and titles are genuine.

WHY MORTGAGES THAT ARE SUPPORTED BY FORGED DEEDS AND TITLE ARE ALSO VOID AB INNITIO and CANNOT EVEN BE USED AS THE BASIS OF CLAIMING ANYONES LAND LIKE COMMISONER LAND REGISTRATION,MR GILBERT KERMUNDU(COMMISIONER VALUATION) MR.ANDREW NYUMBA(PRINCIPAL GOVERNMENT VALUER) MR.ANDREW NYUMBA(PRINCIPAL GOVERNMENT VALUER) MR.JUDE MULINDWA AND MR.DERRICK AINAMANI(GOVERNMENT VALUERS) IN THE PRESENCE OF MR.KASULE NATHAN(MANAGER LAND MANAGEMENT UNIT (KCCA) WANTED TO STRESS AS PART OF THE SURVEY REPORT THAT THEY PRODUCED WITH THE INTENTION OF MAKING THE GOVERNMENT LOOSE UGX 325,183,000,000(UGANDA SHILLINGS THREE HUNDRED TWENTY FIVE BILLION ONE HUNDRED EIGHTY THREE MILLION?

Mortgages based on forged deeds or titles are considered void ab initio because the fundamental premise of the mortgage agreement – **the valid existence of the property or title – is destroyed by the forgery.** In essence, a forged document, from its creation, is considered as if it never existed legally, meaning any transaction built upon it, like a mortgage, is also invalid.

In **Holland v. Hattaway, 438 So.2d 456 (Fla. 5th DCA 1983).** In that case, Judge Cowart carefully analyzed the law and concluded that even the twenty year statute of limitation applicable to recorded deeds will not prevent an action to set aside a forged or wild deed. The reason is quite simple. **A forged deed is void; it has no effect. It will not divest title in the owner or create title in the grantee after four years or twenty years or forever.** As we said in the case of **Baldridge v. Sunday, 73 Okla. 287, 176 P. 404:** "A forged deed is void, and the same, though recorded in due form, is ineffective as a muniment of title even as to subsequent purchasers in good faith for value without notice."

It is similarly true that no property shall be encumbered, including by a mortgagee, in reliance on a forged deed **(see Marden, 160 NY at 51; see also Cruz v Cruz, 37 AD3d 754, 754 [2d Dept 2007]["**A deed based on forgery or obtained by false pretenses is void ab initio, and a mortgage based on such a deed is likewise invalid"]; **Jiles v Archer, 116 AD3d 664, 666 [2d Dept 2014]** ["If a document purportedly conveying a property interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide encumbrancer for value receives nothing"]. ["If the conveyance is void, the purchaser or encumbrancer will not enjoy any of the rights of a bona fide purchaser"]; **43A NY Jur 2d Deeds § 218** ["a forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from the grantee, even for value and without notice of the forgery, will not be protected"]). Neither can recording a forged deed transform it into a document with legal authority to establish a valid property interest, for it "does not change the legal rights of anyone" **(Marden, 160 NY at 56)**. "The fact that a false and fabricated writing of this character is deposited in a public office for record, and is actually recorded, can add nothing to its legal efficacy. The recording statute applies to "genuine instruments and not to forged ones" **(id. at 56, citing Albany County Sav. Bank, 149 NY at 74)**.

A void deed cannot pass title. **Concord Corp. v. Huff, 144 Colo. 72, 76, 355 P.2d 73, 75 (1960)**. Other courts have stated that where a deed is forged, it cannot convey title to that real estate. "There can be no such thing as a bona fide holder under a forged deed, whose good faith confers any rights against the party whose name has been forged, or those claiming under him." **VanderWall v. Midkiff, 166 Mich.App. 668, 421 N.W.2d 263, 270 (1988)**. **See also 1st Coppell Bank v. Smith, 742 S.W.2d 454 (Tex.App.1987)** (one's status as a bona fide purchaser is immaterial in the face of a forged instrument). **Rasmussen v. Olsen, 583 P.2d 50 (Utah 1978)** (forged deed is void, even a bona fide purchaser takes nothing by it). **Jackson v. Lynn, 94 Iowa 151, 62 N.W. 704 (1895)** (deed fraudulently taken from third party holding it in escrow until conditions of sale were met was void, even as to subsequent purchasers for value and without notice).

Otero v. City of Albuquerque, 22 N.M. 128, 158 P. 798 (1916) (grantee fraudulently obtained possession of a deed placed in escrow and recorded it; the court found the deed was void and transferred no title). In **Horvath v. National Mortgage Company, 238 Mich. 354, 213 N.W. 202 (1927),** the court found the deed void, despite the fact that the plaintiff actually signed it not understanding that it was a deed. Those who subsequently innocently acquire interests under an instrument with a genuine signature obtained through fraud are in no better position than if they had purchased the property with notice of a defect. **Id. 213 N.W. at 204**. "Deeds are held invalid [when obtained through forgery because] the grantor ... cannot be said to have executed the instrument." **Cumberland Capital Corp. Inc. v. Robinette, 57 Ala. App. 697, 331 So. 2d 709, 714 (1976).**

The logical result of these cases, which we find persuasive, is that if a deed procured through fraud is invalid and cannot transfer title, a release obtained through a fraudulent request is also invalid. Just as a forged deed is void, and even a good faith purchaser for value has no claim as against the "purported grantor's title," **Gioscio v. Lautenschlager, 23 Cal. App. 2d 616, 73 P.2d 1230, 1232 (1937),** a forged request for release is void, and there can be no release without a valid request. And, just as a mortgage based on a void deed has no legal effect, **Lange v. Wyoming National Bank of Casper, 706 P.2d 659, 662 (Wyo.1985),** a release based on a void request has no legal effect. In cases where a mortgage is secured by a forged deed, the mortgage is generally considered void and unenforceable. The court will typically set aside the mortgage and restore the property owner's title. This is because a forged deed does not confer valid title to the property, and a mortgage based on such a document is invalid. A forged deed is generally considered void, meaning it is not just invalid but has no legal effect from the outset. **The court will take steps to restore the rightful owner's title to the property, often by canceling the mortgage and ordering the bank to release the property and its with this wisdom that we have to stress that the property that Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of**

August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru'are claiming using the forged leases that have been previously mortgaged to Crane Bank are also void ab innitio and a proceed of **fraud in the factum. The property owner may also be entitled to damages for any losses or inconvenience caused by the fraud, including loss of use of the property or inability to access funding.** While registration of a mortgage can provide notice of the mortgage and may be required for enforceability, a mortgage backed by a forged deed cannot be enforced, even if registered. There is generally no statute of limitations for a forged deed, as it is considered wholly void. The lender's involvement in the fraud may be a factor in determining the extent of damages awarded to the property owner. We also need to understand that the mortgagor who would want to cause an estopel using a forged title cannot succeed and the legal wisdom subsequent will help us take this home.

In order to constitute an estoppel the act must be voluntary or intended. If a highwayman should point a loaded revolver at the head of a person and compel the signing of an instrument through fear, such person would not be estopped from afterwards alleging the fact that his signature was procured through duress, and I see no reason why the same principle should not apply where the signature is procured through fraud, trick and artifice. In **Trustees v. Smith (118 N.Y. 634-640)** it is said, that it is a voluntary act calculated to mislead and which actually did mislead that constitutes an estoppel. In **Barnard v. Campbell (58 N.Y. 73) ALLEN, J.,** in speaking upon the subject of an estoppel says: "He must have parted with possession of his property with intent to pass the title to the wrongdoer, thus giving him the apparent right of disposal." In **Wilcox v.Howell (44 N.Y. 398-402)**, in speaking of the doctrine of estoppel, **EARL, C.**, says: "It would be carrying this doctrine to a preposterous extent to hold that a party is estopped from claiming that the very instrument claimed to estop him was obtained from him by fraud." In **Henry v. Carson (96 Indiana, 412)** it was held that a deed never delivered, but obtained without the knowledge or consent of the grantor, does not divest the grantor's title, and a subsequent

purchase from the grantee without notice for value will not be protected. **(See, also,Ford v. James, 4 Keyes, 300; Rapps v. Gottlieb, 142 N.Y. 164; People v. Bank of North America,75 N.Y. 547; McCaskill v. Conn. Savings Bank, 60 Conn. 300;Tisher v. Beckwith, 30 Wisconsin, 55; Ogden v. Ogden, 4Ohio St. 183; Brant v. Virginia Coal and Iron Co.,93 U.S. 326; Article by Thomas N. Cooley, 4 American Bar Association Reports, 199.)**

Finally, I do not understand that an innocent purchaser or mortgagee under the Recording Act gets a better title than he otherwise would have acquired had it not been for the provisions of the act, except in one instance, and that is, a failure to comply with the statute in having a deed or mortgage recorded so as to operate as a protection to innocent purchasers and mortgagees. The Recording Act, as I understand the authorities, never was intended to be a protection to innocent purchasers against theft, forgery, fraud or duress. **(Code C.P. section 936;Ritter v. Worth, 58 N.Y. 627; Lawrence v. Conklin, 17 Hun, 228; Taylor v. Davis, 72 Missouri, 291; Gould v.Wise, 97 California, 532; 2 Jones on Real Property, section 1256, and authorities above cited.) So with the above wisdom in our ambit, even the mortgages that Crane Bank gave that back up the forged leases done by Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru**'do not give legal efficacy to the titles that **Commisoner Land Registration,Mr Gilbert Kermundu(Commisioner Valuation) Mr.Andrew Nyumba(Principal Government Valuer) Mr.Andrew Nyumba(Principal Government Valuer) Mr.Jude Mulindwa And Mr.Derrick Ainamani(Government Valuers) In The Presence Of Mr.Kasule Nathan(Manager Land Management Unit (Kcca)** wanted to stress as part of the survey report that they produced with the intention of making the **Government Loose Ugx 325,183,000,000(Uganda Shillings Three Hundred Twenty Five Billion One Hundred Eighty Three Million** based on the above legal wisdom.

With the information that we now have, it becomes very clear that **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru**'have no land at the point at which they want to send and harass the vendors. We have found out that the land **located at former Nabagereka Primary School on Mwanga 11 road in Kisenyi Opposite Gwanda Shopping Mall** is **MRV 12,Folio 11, F.C 8639,Kyadondo,Mengo,Buganda first titled on 29th June 1911** registered in the names of **Daudi Chwa and his lineal descedants** and has never belonged to that **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** and they have no mandate under the law that they can use to claim the land and to harass the hawkers and vendors over it.

WHY BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU WILL NOW BE CHARGED FOR FRAUD IN THE FACTUM BASED ON THE COPY OF TITLES THAT HE PRESENTS FOR THE LAND IN KISENYI

The land in question is property of H.H.Daudi Chwa and this we have proved and the records for the same are clear that the land in question was registered under THE ABOVE NAMED PERSON ON THE 29TH OF JUNE 1911 VIDES F.C 8639 MRV 12 FOLIO 11 and this is without a doubt and was bequeathed to his lineal descedants and ultimate beneficiaries of which Omumbejja Faridah Mpologoma is part. The copy of the title has been seen here in and other substantive documents that prove that the land is owned by that said person has also been supported by the Commissioner of Survey and Mapping that has also been included here in.

The copy of title for the land that was presented as part of the claim made by **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE** has also been attached and they have no correlation with the original ownership of the land. The documents have been incorporated here in below and this has been placed after this section of the report and they form the basis of the maxim under which he will be culpable known as fraud . The documents that he bases on to claim the land do not apply to the land in question for it is **MRV 850 Folio 14** does not apply to the place that he claims was the basis of his leases. It's also important to note that the title **MRV 850 Folio 14 is dated 31st July 1941 has never been part of F.C 8639 MRV 12 FOLIO 11 that was registered on 29TH OF JUNE 1911** and this is very clear.

The **"first in time, first in right"** principle, also known as the prior appropriation rule, **means that the first person to obtain a right to a resource, like water or land, generally has priority over later claimants.** This rule is particularly relevant in water rights, where those with the oldest appropriations have priority during times of scarcity. **So with the Daudi Chwa MRV allotted in 1911 and the Basis of Bosco in 1941, logic demands that Daudi Chwas title takes precedence over the claim for the said MRV that he claims is his root title.**

The first in time rule, also known as the rule of capture , is a property law theory that means the first appropriator, or user, of a property is the owner and thus any subsequent owner is subject to the original owner. The full name of this theory is **" First in Time, First in Right ."** In the case **of lost property , the first person to find an item (property)** has ownership rights unless the true owner, that is the person who lost the item, claims their missing property. For example, in **Clark v Maloney, Delaware Superior Court 3 Del. 68 (1840)** Clark found logs floating in the Delaware Bay, Clark removed these logs from the bay and tied them together, intending to pick them up later. However, Maloney claimed to have found the logs floating in the water and took them. Clark had superior title to the logs over other finders because he found them first and had a property interest in the logs by removing them from the water and tying them together. **When there is a question of ownership, this rule typically requires that the initial owner also claims or makes use of the property or its resource in some way.** In the instant case had **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE** done the correct due diligence like we have, he would have discovered the facts like we have.

In Ugandan case law, a purchaser's deliberate failure to conduct due diligence can result in constructive notice of fraud and potentially lead to adverse legal consequences. This means a buyer may be held responsible for

knowing about issues that could have been revealed through proper investigation, even if they didn't directly know about them. Courts may impute knowledge to a purchaser who deliberately or carelessly avoids inquiries that a prudent buyer would have made. This means they're treated as if they did know about defects in the title or other issues that could have been revealed through due diligence. Land transactions are complex and require thorough investigation before purchase. Buyers have a duty to make inquiries about the land, the seller, and any encumbrances or claims. A buyer who deliberately fails to do due diligence and acquires a property from a fraudulent seller may not be protected as a bona fide purchaser, especially if they were aware of circumstances that should have prompted further investigation. **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE brings** live the memories of the case of **Nabanoba Desiranta & Another vs Kayiwa Joseph & Another, HCCS No. 496 of 2005.**

In the case of **Nabanoba Desiranta & Another vs Kayiwa Joseph & Another, HCCS No. 496 of 2005** it was held that purchasing land without inquiring from occupants or users can be considered fraudulent. In the instant case this is titled land for which he really has **constructive notice**. **Constructive notice in case law refers to the legal principle where a person is deemed to have notice of a fact if they ought to have known it, given the circumstances and their duty of inquiry.** This doctrine means that failure to make reasonable inquiries, even if not malicious, can still bind a party to knowledge that would have been revealed. In the case of **Nabanoba Desiranta & A' nor v. Kayiwa Joseph & A' nor, H.C.C.S. No. 496 of 2005, Aweri Opio J (as he then was)** quoting the case of **UP&TC v. Abraham Katumba [1997] IV KALR 103** held that as the law now stands a person who purchases an estate which he knows to be in occupation of another person other than the vendor is not a bona fide purchaser without notice. Further relying on the case of **Taylor v. Stibbert [1803 – 1813]**

ALL ER 432, the Learned Judge held that the defendant failed to make reasonable inquiries of the persons in possession and as such his ignorance or negligence formed particulars of fraud.

In the case of **Lwanga v Mubiru (Civil Appeal 18 of 2022):**it was emphasized that constructive notice of fraud exists if a party had actual notice of an encumbrance and a proper inquiry would have revealed the nature of the fraud and this is what exactly applies to **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE** in the case concerning the land at Nabagereka. **Jones v Smith (1841):**, cited in **Lwanga v Mubiru (Civil Appeal 18 of 2022):**, further defined constructive notice as existing when a party has actual notice of a fact that would lead a prudent person to investigate, and they fail to do so. In essence, constructive notice is a legal fiction that imputes knowledge to a party who, in the circumstances, ought to have known a fact, thus preventing them from claiming ignorance and potentially benefiting from a transaction tainted by that fact. We also need to rely on the authority from on the authority of **Uganda Posts & Telecommunications vs. A.K.P.M Lutaaya SCCA NO. 36 of 1995** wherein Court inter alia held that: **if a person purchases an estate which he knows to be in occupation of another other than the vendor, he is bound by all the equities which the parties in such occupation may have in the land.** So with the following information now in our possession, **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE acted both dishonestly and fraudulently and his transaction over the said land is also taint with fraud in the factum.**

Fraud has been defined in a numerous legal authorities. **Kerr on the Law of Fraud and Mistake 5th edition part 1 page 1: states that civil courts of justice have always avoided hampering themselves by defining or laying**

down as a general proposition what constitutes fraud. Fraud is infinite in variety with the ever dynamic operations of mankind. Thus Kerr defined fraud in the contemplation of a civil court of justice to include all acts, omissions, and concealments which involve a breach of legal or equitable duty, trust or confidence, justly reposed, and are injurious to another, or by which an undue or unconscientiously advantage is taken of another. All surprise, trick, cunning, dissembling and other unfair way that is used to cheat anyone. Fraud in all cases implies a willful act on the part of anyone, whereby another is sought to be deprived, by illegal or inequitable means, of what he is entitled to. Also **see Fredrick JK Zaabwe v Orient Bank and Others (Supra).**

BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE might argue that the term fraud as appears in the Registration of Titles Act meant actual fraud. However, we think that is a narrow argument. In **the American authority of *Husky International Electronics, Inc vs. RitzNo. 15–145of 2016*** the Supreme Court of United States of America expanded the **meaning of actual fraud as encompassing fraudulent conveyance schemes that can be affected without a false representation.** Such fraudulent conveyances typically involve **a transfer to a close relative, a secret transfer, a transfer of title without transfer of possession or grossly inadequate** consideration. We are persuaded by this latter argument.

The effect of a certificate of title obtained by **fraud like the one that BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE acted both dishonestly and fraudulently and his transaction over the said land is also taint with fraud in the factum** according to **Section 77 of the Registration of Titles Act** is that the certificate is considered **void**

against all parties to the fraud. In other words, the title of transferees guilty of some fraudulent act or who came to know of such act by somebody else and took advantage of such act, are void. **[See judgment of Wambuzi CJ (as he then was) in Kampala Bottlers vs. Damanico (U) ltd (supra)].**
The only instance where the subsequent transfers/transferees can be protected is under ***Section 181 of the Registration of Titles Act;*** that is if they were bonafide purchasers for value without notice. Section 181 provides:

> **"Nothing in this Act shall be so interpreted as to leave subject to an action of ejectment or to an action for recovery of damages as aforesaid or for deprivation of the estate or interest in respect to which he or she is registered as proprietor any purchaser bona fide for valuable consideration of land under the operation of this Act, on the ground that the proprietor through or under whom he or she claims was registered as proprietor through fraud or error or has derived from or through a person registered as proprietor through fraud or error; and this applies whether the fraud or error consists in wrong description of the boundaries or of the parcels of any land or otherwise howsoever".**

In order for one to seek the protection of **Section 181 (supra),** he/she must prove that he/she is **a bona- fide purchaser**. The purchaser must act in good faith, ought to have given due consideration and purchased the land without notice of the fraud.**(konda Zimula v Byarugaba & anor (H.C.C.S. No. 66 of 2007) [2014] UGHCLD 68 (10 November 2014).** Such notice covers both actual knowledge and constructive notice of the fraud. In **Jones vs. Smith (1841) 1 Hore the Chancery Court** held that: a purchaser has constructive notice of a fraud if he had actual notice that there was some encumbrance and a proper inquiry would have revealed what it was, has abstained either deliberately carelessly from making those inquiries which a prudent purchaser would have made. So with the above in mind we are now sure that **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172,**

KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE acted both dishonestly and fraudulently and his transaction over the said land is also taint with fraud in the factum.

Fraud in the factum, also known as fraud non est factum, occurs when a party signs a document believing it to be something different from what it actually is due to a misrepresentation about its nature or essential terms. In essence, the party is unaware that they are entering into a contract at all, or unaware of the full scope of their obligations. This differs from **fraud in the inducement,** where a party is aware of the nature of the contract but is induced to enter it through false information. A key element of fraud in the factum is not that the party signing the document knew nor had a reasonable opportunity to know its true character or essential terms. The phrase **"non est factum" (meaning "it is not my deed")** is often used in cases of fraud in the factum, as it indicates the signer is disclaiming the document as their own. **Courts of law will always refuse to enforce such a bargain as against the public policy of honesty, fair dealing, and good morals.**

In his celebrated judgment in **Earl of Chesterfield v. Janessen, 2 Ves.Sen. 125, 155, Lord Hardwicke** arranged all the forms of fraud, recognized by equity, in four classes, the first two of which he gives in these words:

"1. Then **fraud, which is dolus malus**, may be actual, arising from facts and circumstances of imposition, which is the plainest case. 2. It may be apparent from the intrinsic nature and subject of the bargain itself, such as no man in his senses and not under delusion would make on the one hand, and as no honest and fair man would accept on the other, which are unequitable and unconscientious bargains, and of such even the common law has taken notice, for which, if it would not look a little ludicrous, might be cited **James v. Morgan, 1 Lev. 111." In the case of BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST**

DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE the **fraud we are seeing here, is dolus malus.**

In **12 California Jurisprudence, at pages 722-723**, it is stated:

"... In dealing with the effect of fraud, the courts distinguish between those cases in which a purported instrument never had any legal inception or existence--due to the fact that one party was induced to execute an agreement totally different from that which he apparently made, or where, due to the fraud, there was no execution at all--**and those cases in which the agreement was induced by fraudulent misrepresentations or concealments which in no degree make the instrument anything other than it purports to be. In the first case it is clear that the purported agreement is void ab initio and an action to avoid it may be brought at any time, or it may be treated as nonexistent.**

"An illustration of a void transaction is afforded where one, at the time totally incapacitated from attending to business, is induced to sign a deed when, in fact, he believes, because of fraudulent misrepresentations, that he is merely signing a letter addressed to a third person."

And in **26 Corpus Juris Secundum, at pages 307 and 308**, it is stated:

"A void deed passes no title, and cannot be made the foundation of a good title even under the equitable doctrine of bona fide purchase. ... "

Applying these well settled principles to the instant case we are convinced BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE without having made the due diligence that we have done in this case will be liable for the fraud like the courts have expressed in the case of **Nabanoba**

Desiranta & A' nor v. Kayiwa Joseph & A' nor, H.C.C.S. No. 496 of 2005. Under such circumstances there was no effective execution or delivery of the deed, and as stated in the quotation of **12 California Jurisprudence, supra**, it was void ab initio and an action to avoid it could be brought at any time by the family of His Highness Daudi Chwa and if dead his lineal descedants like we are seeing now. And as stated in **26 Corpus Juris Secundum,** supra, **"A void deed passes no title and cannot be made the foundation of a good title even under the equitable doctrine of bona fide purchase."**

So with the above wisdom in our ambit, it becomes very clear that the copies of titles that have been produced by **John Bosco Muwonge as the basis of his claim together with Boost Investments Limited of P.O.Box 30172 Kampala Uganda** that we are seeing below are a proceed of forgery that is extremely visible by the principles of equity. It's also time **John Bosco Muwonge and Boost Investments Limited of P.O.Box 30172 Kampala Uganda** learn that, neither can recording a forged deed or title as well transform it into a document with legal authority to establish a valid property interest, for it "does not change the legal rights of anyone" **(Marden, 160 NY at 56). "**The fact that a false and fabricated writing of this character is deposited in a public office for record, and is actually recorded, can add nothing to its legal efficacy. The recording statute applies to "genuine instruments and not to forged ones" **(id. at 56, citing Albany County Sav. Bank, 149 NY at 74). The legitimate title that forms root for the land in question has been shown below. Also note the reason why the title below was never disclosed is simply because of the confiscation of records by Sarah Basangwa Kulatta that you will see below.** Boost Investments Limited and John Bosco Muwonge claims have no correlation with the title below. As required by effect 68 of the RTA,Cap 230, this **implies that John Bosco Muwonge and Boost Investments Titles lie in air** and this forms the basis of the forgery. H.H Daudi Chwa's title is below.

B1 .12

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER, VOLUME 12 , FOLIO 11 .

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged red on the plan hereto annexed containing the following area or thereabouts and situate as follows :—

Area.	County.	District.	Province.
Inst. 61516 ✓ Dps ~~110.05~~ acres ~~83.86~~ ~~83.62~~ "	KYADONDO	MENGO	BUGANDA

and known as MENGO ESTATE ----------

comprised in Final Certificate No. 8 6 3 9 ----------

OWNERSHIP.

INSTRUMENT No.

~~HIS HIGHNESS SIR DAUDI CHWA, K.C.M.G. of Mengo, Kyadondo, Mengo, Buganda Province~~ ---------- Dps

is ~~are~~ now the proprietors of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 29th day of JUNE 1911 .

CANCELLED ✓
~~BY~~ See within
~~INST.~~ REGISTRAR OF TITLES.

Dr. Sidyum Williams.

Registrar of Titles.

6602—600—10-8-1930

OWNERSHIP—*continued.*

Regd. 4th December 1930 Inst.13910.

Part of the said land marked "A" on the said plan containing 26.20 acres or thereabouts has been transferred to Freehold Register Volume 32 Folio 13.----- Dfs.

(to H. E. the Governor)

MM:lm MM

Regd.1st May 1944,Inst.61198 — Proprietors -

46 Inst.61645 — ~~as to 5.02 acres, FREDERICK ROBERT SEKAMANYA KAYONDO;~~

Inst.61199 — 50 Inst.61646 — ~~as to 4.95 acres, EDWARD WILLIAM DAVID WALUGEMBE MUKABYA KIMBUGWE;~~

Inst.61200 — 48 Inst.61647 — ~~as to 3.98 acres, SEPIRIYA DANIEL LUSWATA (under disability as a minor until 20th May 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61201 — 47 Inst.61648 — ~~as to 3.86 acres, RICHARD LUMAMA (under disability as a minor until 26th September 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61202 — 53 Inst.61649 — ~~as to 4.03 acres, JAMES SEKANYO MUTEBI (under disability as a minor until 4th November 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61203 — 62 Inst.61650 — ~~as to 2.03 acres, AGUSITENI TEBANDEKE (under disability as a minor until 23rd April 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61204 — 59 Inst.61651 — ~~as to 3.95 acres, YUSUFU SUNA LULAMBULANKOLA (under disability as a minor until 28th December 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61205 — 52 Inst.61652 — ~~as to 3.92 acres, JOHN CHRISTIAN LUKANGA (under disability as a minor until 1st August 1949, his guardian - Mantene Luta Nsibirwa);~~

Inst.61206 — 61 Inst.61653 — ~~as to 1.98 acres, ONESIFOLO JUKO (under disability as a minor until 9th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61207 — 64 Inst.61654 — ~~as to 2.05 acres, EGBAT KAMANYA (under disability as a minor until 25th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61208 — 54 Inst.61655 — ~~as to 5.05 acres, EVAIRINI ALISI ZALWANGO;~~

Inst.61209 — 60 Inst.61656 — ~~as to 6.77 acres, ALEXANDER SIMBWA (under disability as a minor until 21st March 1954, his guardian - Mantene Luta Nsibirwa);~~

Inst.61210 — 45 Inst.61657 — ~~as to 5.95 acres, ESTERI MADZI (under disability as a minor until 22nd February 1955, her guardian - Mantene Luta Nsibirwa);~~

Inst.61211 — 51 Inst.61658 — ~~as to 4.00 acres, ALBERT VICTOR WASAJA LUMANSI (under disability as a minor until 17th July 1944, his guardian - Mantene Luta Nsibirwa);~~

Inst.61212 — 63 Inst.61659 — ~~as to 2.00 acres, IBULAIMU LINCON NDAULA (under disability as a minor until 1945, his guardian - Mantene Luta Nsibirwa);~~

MM MM

Continued on Ownership Sheet 2.

OWNERSHIP - continued.

~~INCUMBRANCES.~~

~~A sum of Shillings ---------- is due to His Majesty's Government for Survey and other Fees.~~

Inst.61516 ~~as to 24.08 acres, HIS HIGHNESS SIR DAUDI CHWA Kabaka of Buganda.~~ Insts.61868 & 61869

Inst.61645 etc. see below

Regd.23rd June 1944,Inst.61868 ~~as to 20.09 acres, GEORGE WILLIAM MAWANDA.~~ Insts.61977 & 61978

Regd.11th July 1944,Inst.61869 ~~as to 3.99 acres, HAROLD KAGOLO KIMERA (under disability as a minor until 7th July 1947, his guardian - Mantene Luta Nsibirwa).~~ Inst.61976

Regd.21st June 1944,Inst.61645 5.02 acres marked "46" on the said plan transferred to Frederick Robert Sekamanya Kayondo (Vol.904 Fo.4);

Inst.61646 4.95 acres marked "50" on the said plan transferred to Edward William David Walugembe Mukabya Kimbugwe (Volume 904 Folio 5);

Inst.61647 3.98 acres marked "48" on the said plan transferred to Sepiriya Daniel Luswata (Volume 904 Folio 6);

Inst.61648 3.86 acres marked "47" on the said plan transferred to Richard Lumama (Volume 904 Folio 7);

Inst.61649 4.03 acres marked "53" on the said plan transferred to James Sekanyo Mutebi (Volume 904 Folio 8);

Inst.61650 2.03 acres marked "62" on the said plan transferred to Agusiteni Tebandeke (Volume 904 Folio 9);

Inst.61651 3.95 acres marked "59" on the said plan transferred to Yusufu Suna Lulambulankola (Volume 904 Folio 10);

Inst.61652 3.92 acres marked "52" on the said plan transferred to John Christian Lukanga (Volume 904 Folio 11);

Inst.61653 1.98 acres marked "61" on the said plan transferred to Onesifolo Juko (Volume 904 Folio 12);

Inst.61654 2.05 acres marked "64" on the said plan transferred to Egbat Kamanya (Volume 904 Folio 13);

Inst.61655 5.05 acres marked "54" on the said plan transferred to Evairini Alisi Zalwango (Volume 904 Folio 14);

Inst.61656 6.77 acres marked "60" on the said plan transferred to Alexander Simbwa (Volume 904 Folio 15);

Inst.61657 5.95 acres marked "45" on the said plan transferred to Esteri Madzi (Volume 904 Folio 16);

Inst.61658 4.00 acres marked "51" on the said plan transferred to Albert Victor Wasaja Lumansi (Vol.904 Fo.17);

Inst.61659 2.00 acres marked "63" on the said plan transferred to Ibulaimu Lincon Ndaula (Volume 904 Folio 18).

Regd.28th July 1944,Inst.61976 3.99 acres marked "58" on the said plan transferred to Harold Kagolo Kimera (Volume 906 Folio 13);

Insts.61977 and 61978 20.09 acres marked "55" & "56" on the said plan transferred to George William Mawanda (Volume 906 Folio 14).

The whole of the land comprised in this Folio having been transferred to other Folios as above, this Folio is now closed.

INCUMBRANCES.

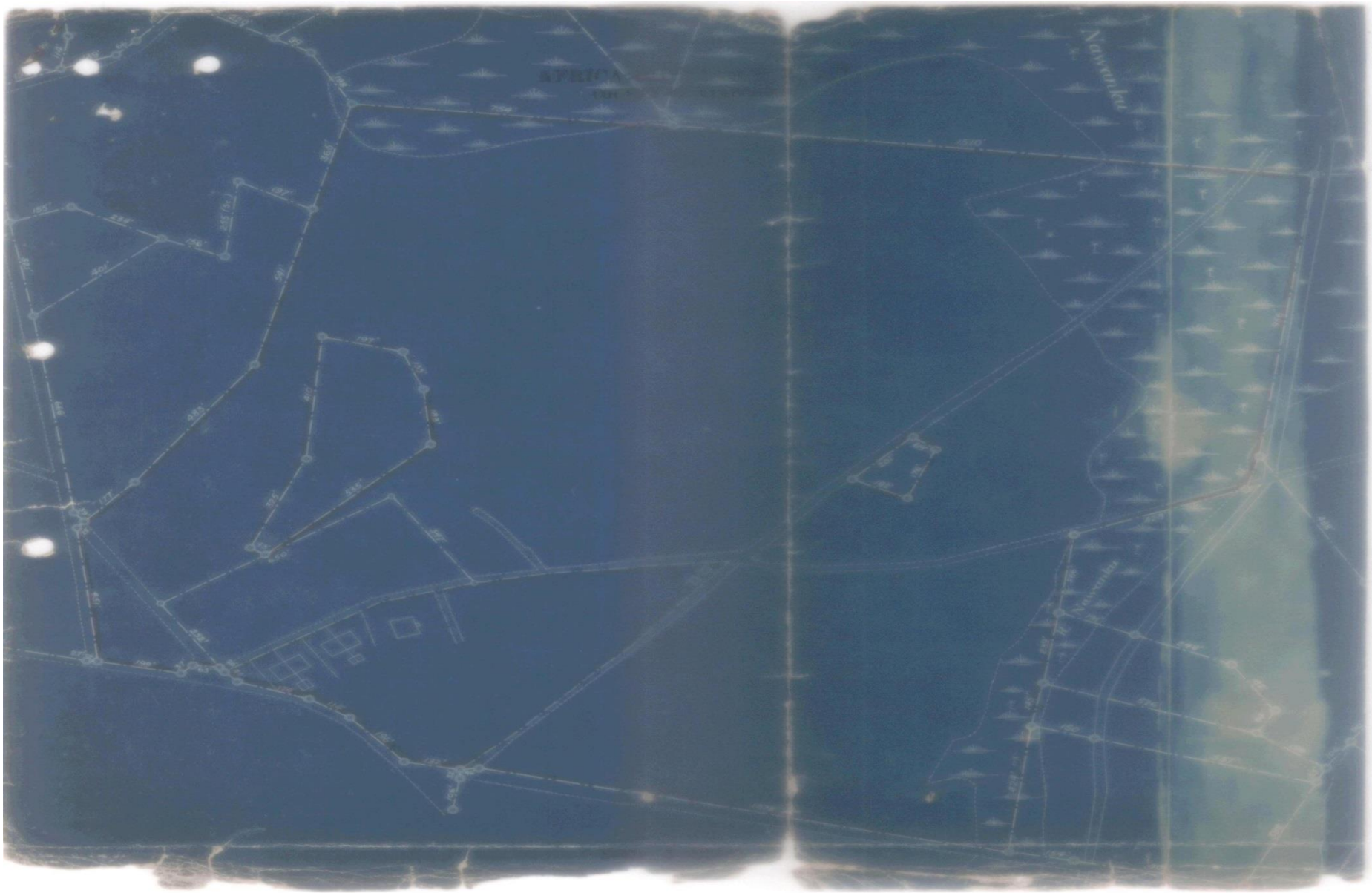
~~Transferred to~~
Regd. 9th
July 1919.
Mailo Doct.457
~~M.R. Vol. 906 Fo.14~~
Transferred to
M.R. Vol. 906 Fo.14

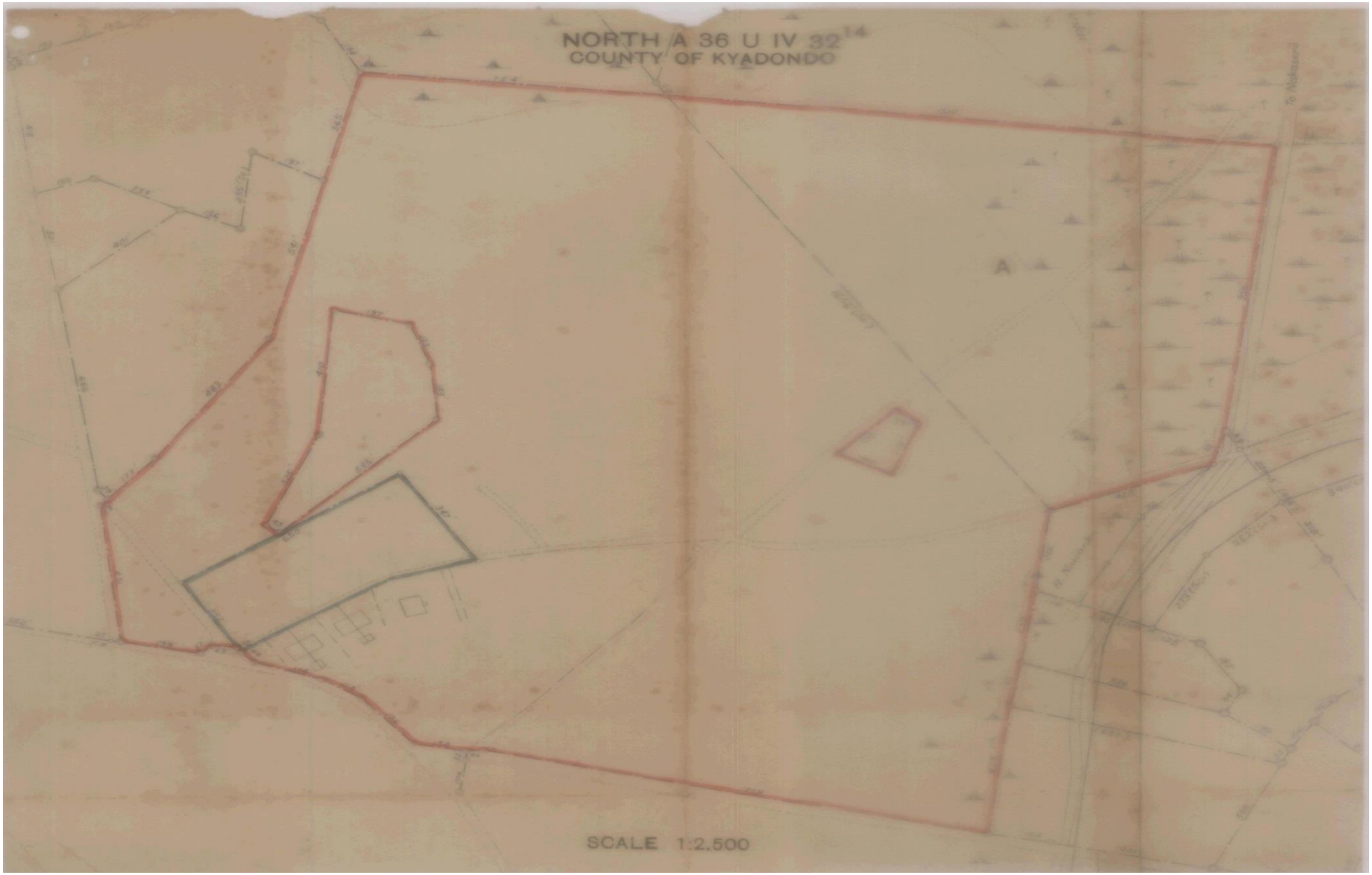
~~Lease of the part of the said land edged with green on the said plan to The Uganda Company Limited of Portland House, 73 Basinghall Street, London, England and P.O.Box 171, Kampala, Uganda for 42 years and 9 months from 1st day of December 1910 at a yearly rent of Shs.433/33.~~

~~Transferred to~~
~~Transferred to~~
Entered 6th
October 1942
Inst.55812
~~M.R. Vol. 906 Fo.14~~
M.R. Vol. 906 Fo.14

~~The Uganda Company Limited, Portsoken House Minories, London, England, claims an interest in 7 acres of the said land by virtue of an agreement for a lease dated 22-10-04. Address for service P.O.Box 1, Kampala, Uganda.~~

PLAN OF THE LAND COMPRISED IN THIS FOLIO.




NORTH A 36 U IV 32[14]
COUNTY OF KYADONDO
SCALE 1:2.500

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER,

Volume 12 Folio 11

The failure for **John Bosco Muwonges and Boost Investments Limited titles** Title information that you will see below to correlate with the above title casts doubt in the copies provided for this will imply that the title information they give has no correlation with effect 68 of the RTA,Cap 230 (Supra). This means that the information given by Bosco and Boost is nothing but illegal. The failure to comply with provisions of the law meant that **John Bosco Muwonges and Boost Investments Limited titles** where done by whoever crafted them illegally with material irregularity, which rendered his actions on the title null and void. It was held **Makula International Ltd. v. His Eminence Cardinal Nsubuga & A' nor [1982] HCB 11** that an illegality once brought to the attention of court cannot be condoned. With this back ground now in our ambit, we can comfortably say that **John Bosco Muwonges and Boost Investments Limited titles are void ab innitio with no place at law.**

Under well-established real property principles, because only a holder of legal title may convey an interest in real property, **no property interest can be conveyed by a forged deed, and no person may be a bona fide purchaser of real estate on the force of such deed. Moreover, our recording statute does not apply to a forged deed, with the consequence that recording a forged deed cannot transfer title.** We, thus, decline the defendant's invitation to unsettle this established doctrine to the detriment of our state's real property recording system. So finally **BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE** claims that are backed by the forged titles that you will see after the Commissioner Land Registration had confiscated the legitimate titles using the information below, cannot be used to disenfranchise Daudi Chwa the legitimate landlord off his land. The copy of the evidence cited above is below.

INTERNAL MEMO

To: C/S&M

C.c. PS

From: Ag.DLM/CLR

Date: 8/5/2014

RE: **RETURN OF MICROFILM RECORDS**

Joseph
This is to require you again to complete the arrangement. You need to have all the films sent by the given deadline.
15/04/14

You recall that a decision was made at the Heads of Departments meeting that you return all the microfilm records. You recall that the reason behind it was that Entebbe Mapping and Surveys was giving out information to the public which was misleading. We have discussed this on many occasions.

A case in point is Busiro Block 453 Plot 32 where you gave out information to the CIID/Commandant Land Protection Police Unit. Based on your report, it was aired on the UBC and NTV Medias that all the titles which are coming out of this land are forged and the police stated that they are basing on your report. As the author of the report I should have hoped that you would have corrected the police but so far I have not seen any response from you.

As Land Registration Department we have impressed it upon you that it is best if you are giving out microfilm information it should be complete to the present. For one reason or another you have not sent all the microfilm records.

Can you please arrange and have the microfilm records sent to Land Registration by Friday, 16th May 2014.

Sarah Kulata Basangwa
Ag.DLM/CLR

SURVEYS & MAPPING DEPARTMENT
RECEIVED
15 MAY 2014
P. O. BOX 1, ENTEBBE

INTENAL MEMO

TO: AG. DLM

C.C MINISTER
C.C ALL MINISTERS OF STATE
C.C PS

FROM: CSM

DATE: 16TH MAY 2014

RE: TRANSFER OF MICROFILM RECORDS FROM ENTEBBE LAND OFFICE TO KAMPALA HEADQUARTERS

Reference is made to your Internal Memo dated 18th November 2013, concerning the above captioned subject.

As requested please receive some of the Microfilm records which have been organized and ready for you to receive.

Microfilm records which have been sent, cover the following counties:

County	Block Name	Block Numbers	
Kyadondo	Kyadondo	27-37	}
Kyadondo	Kyadondo	249-271	}
Kyadondo	Kyadondo	265	} 6 Films
Kyadondo	Kyadondo	244	}
Kyadondo	Kyadondo	215-221	}
Kyadondo	Kyadondo	60-67	}
Busiro	Busiro	553-604	}
Busiro	Busiro	514-552	}
Busiro	Busiro	341-377	}
Busiro	Busiro	106-144	} 7 Films
Busiro	Busiro	314, 474, 476	}
Busiro	Busiro	412-466	}
Busiro	Busiro	159-194	}
Singo	Singo	1-30	}
Singo	Singo	544-577	}
Singo	Singo	472-503	} 6 Films
Singo	Singo	31-60	}
Singo	Singo	107	}

Singo	Singo	108-123 }	
County	**Block Name**	**Block Numbers**	
Bulemezi	Bulemezi	875-993 }	
Bulemezi	Bulemezi	654-706 }	
Bulemezi	Bulemezi	215-380 & 434-691	} 5 Films
Bulemezi	Bulemezi	991-1025 & 133-223	}
Bulemezi	Bulemezi	204-232 }	
Singo	Singo	629-739}	
Singo	Singo	170-189}	
Singo	Singo	303-328}	5 Films
Singo	Singo	615-650}	
Singo	Singo	367-414}	
Bulemezi	Bulemezi	297-316}	
Bulemezi	Bulemezi	741-821}	
Bulemezi	Bulemezi	70-88 }	
Bulemezi	Bulemezi	668-739}	7 Films
Bulemezi	Bulemezi	233-249}	
Bulemezi	Bulemezi	706-943}	
Bulemezi	Bulemezi	180-203}	
Kyadondo	Kyadondo	118-130}	
Kyadondo	Kyadondo	154-193}	
Kyadondo	Kyadondo	82-86	} 4 Films
Kyadondo	Kyadondo	101-117}	
Busiro	Busiro	86-101 }	
Busiro	Busiro	195-240}	4 Films
Busiro	Busiro	468-513}	
Busiro	Busiro	269-279}	
Singo	Singo	504-524}	
Singo	Singo	269-302}	
Singo	Singo	449-451}	4 Films
Singo	Singo	- -749}	
Bulemezi	Bulemezi	632-788}	
Bulemezi	Bulemezi	916-990}	
Bulemezi	Bulemezi	2-12	} 5 Films
Bulemezi	Bulemezi	32-53 }	
Bulemezi	Bulemezi	297-316}	
Agreements and Transfers			} 2 Films
Total Number of Films			**55 Films**

Please note that the Blocks were based on Counties and the Microfilm records which have been sent are of the Counties on Blocks.

I have also sent you Mr. Dan Mukiibi (Lithographer) to assist you to set-up a mini Laboratory for storing the films. There is need to make some back-ups and to procure a microfilm reader.

Please acknowledge receipt of the films.

M.N. Kajumbula
COMMISSIONER, SURVEYS AND MAPPING

And the copies of documents that form the basis of Boost Investments Limited Fraudulent claim over the land in question have also been put here below for the whole world to see and make a determination too.

(INSERT THE DOCUMENTS THAT ARE THE BASIS OF THE FRAUDLENT CLAIM BY BOOST INVESTMENT LIMITED AND JOHN BOSCO MUWONGE, A LAND TITLE FORGING PHANTOM)

BOOST INVESTMENTS LIMI
GGAWALA BUILDING, PLOT 40A NAKIVUBO ROAD
TEL: 0414 691 62? Email: jbmuwonge@yahoo.com, P.O. BOX 30172, KAMPALA (U)

08th July 2023

Our Ref: BIL/23/01

HE. Gen. Yoweri Kaguta Museveni
President of the Republic of Uganda.
State House, ENTEBBE

RE: ACQUISITION OF LAND FOR EXPANSION OF TRADING SPACES IN KAMPALA CAPITAL CITY CENTRE FOR MARKET VENDORS AND LOW-INCOME GROUPS

Boost Investments Limited and Mr. John Bosco Muwonge applied to KCCA to sell the above mentioned land. Boost Investments is an indigenous company owned by J.B Muwonge (vendor). I have has other investments and these include tea processing factories and tea plantations among others. Your Excellency based on your advice, I diversified from real estate investments to tea plantations and processing. In the Tea industry I own a factory at Kakoomo Mityana which sits on three square miles of land, Namayiba Tea estate which sits on one square mile, katosi on one square mile of land and Namanyama 1 square mile of land.

In order to enhance my investments, I obtained loans for the tea processing factories from equity bank and DFCU bank for purchase of agro processing machinery from India and to increase productivity. I received the loan in 2019 and the initial payment for the machinery was done in January 2020.

Due to the covid outbreak, my financial cashflow from the real eastate investments was largely affected. This crippled my loan repayments. Inorder to offset my loan obligations and machinery purchase , I thought of liquidating part of my real estate investments. Among these was the disposc of the10 acre piece of land at Kisenyi, Kampala city. In June 2021, an offer of US$ 10 per acre t KCCA was submitted for the above mentioned land to be procured for trading spaces since the were searching for land to settle Batembeyis/city dwellers.

The Hon. Minister of Finance, Planning and Economic Development and KCCA Executive Direc approached me upon receiving your directive in February 2022 for negotiations and la acquisition of the said land.

BOOST INVESTMENTS LIMITED

OGAWALA BUILDING, PLOT 48A NAKIVUBO ROAD

TEL: 0414 691 622, E-mail: [redacted], P.O. BOX 36172, KAMPALA (U)

Your Excellency, the first meeting was held on 17th March 2022, at the office of the Hon. Minister of Finance, Planning and Economic Development attended by the KCCA team and myself. It was resolved that the Chief Government valuer advises on the fair market price and KCCA conducts a due diligence on the said land.

The above process was completed in June 2022. The Chief Government Valuer's report indicated a value of US$ 8.4Million per acre. A negotiation meeting was held at the office of the Hon. Minister of Finance, Planning and Economic Development that requested me to accept the Chief Government Valuer's position and a phased payment plan over 3 financial years. KCCA Executive Director was advised to formally communicate to me to confirm the agreed position.

On 1st September 2022, I responded to the correspondence from KCCA Executive Director accepting the position of the Chief Government Valuer and a three financial year phased payment plan.

Your Excellency, since then, it has been a back and forth discussions with different Government agencies & politicians interference i.e. Lord Mayor, IGG, massacreders, politicians /MPs and Councillors etc. More complains from impostiers on land ownership arose in court having known about the transaction in papers as result of politicians creating complainants soliciting for money from me.

Your Excellency, I communicated to Buganda Land Board (BLB) as my Land Lord to reconfirm and clarify to the Hon. Minister of Finance, Planning and Economic Development, the Attorney General and KCCA Executive Director. Buganda Land Board confirmed and clarified to KCCA & Ministry of Finance, Planning and Economic Development indicating ownership of the land.

Your Excellency, the Office of the Attorney General investigated the matter and advised the Hon. Minister and KCCA Executive Director to proceed with the transaction.

Your Excellency, eversince our last meeting in may 2023, at the office of the Hon. Minister which was attended by the deputy Attorney General and KCCA team, where I expressed the following:

i) upon the KCCA Executive Director's request in December 2022 to house the batembeyi's /city dwellers temporarily for two months, the batembeyi's /city dwellers s have fully settled in the place to date and Iam currently incurring al the associated costs (security, water and electricity, Gabbageand sanitation etc)

BOOST INVESTMENTS LIMITED 5

GGAWALA BUILDING, PLOT 40A NAKIVUBO ROAD

TEL.: 0414 691 622, Email: jbmuwonge@yahoo.com, P.O. BOX 30172, KAMPALA (U)

2) I received offers from several interested buyers but I couldnot sell to them due to Your directive and also in most of the meetings held, the Hon. Minister requested me not to dispose off to other buyers.
3) The price of agro processing machinery has been revised upwards due to the payment delays.
4) The banks has taken over the real estate management (rental collections) which has been the backbone of the tea business. The cost of the loan also increased.

The meeting resolved as follows:

1) The Hon. Minister of Finance, Planning and Economic Development to give assurance to the banks to avoid and stop the potential bank threats.
2) The Hon. Minister and his technical team to meet in the same week and propose a phased 3 year payment plan.
3) To meet a week after with the Hon. Minister ,KCCA and myself to discuss and agree on the proposed payment plan.
4) Ministry of Finance, Planning and Economic Development to advise KCCA to proceed with the procurement process.

Your Excellency, unfortunately eversince the above meeting was held, no communication has be done to me or the banks. The bank has continued managing my real estate and pressure has increased from the tea plantations employees, real estate employees , Uganda Revenue authority, utility supliers (UMEME, NWSC etc) KCCA and agro processing machinery supplier.

Your Excellency its my humble pray and resquest that you intervene in this matter and save m business and properties from collapsing.

I thank You very much Your Excellency and I wish You a quick recovery.

Yours Faithfully

.....

John Bosco Muwonge

TEL: 231900
FAX: 235462
EMAIL: sbc@statehouse.go.ug

IN ANY CORRESPONDENCE ON THIS SUBJECT PLEASE QUOTE NO. PO/10

THE REPUBLIC OF UGANDA

State House,
P. O. Box 25497,
Kampala,
Uganda.

7th November, 2024

Hon. Matia Kasaija
Minister
Ministry of Finance, Planning and Economic Development
KAMPALA

Hon. Hajjati Minsa Kabanda
Minister
Ministry of Kampala & Metropolitan Affairs
KAMPALA

COMPENSATION OF BOOST INVESTMENTS FOR LAND OFFERED FOR SETTLEMENT OF MARKET VENDORS AND LOW INCOME EARNERS

Sometime back, I directed the Minister of Finance and the Executive Director, KCCA to negotiate and acquire land measuring 10 acres located in Kisenyi Zone, Mengo for expansion of trading spaces for market vendors and low income earners. This was following a proposal I had received from KCCA for Government to acquire the said land.

The owners of the land have again written to me complaining about Government's failure to compensate them for their land and yet it was occupied by market vendors and low-income earners in 2022 when they handed it over to KCCA following my directive. As a result of Government's failure to pay them, they are struggling to service their loans and some of their properties are under threat of attachment by banks.

KCCA RECEIVED
22 JUN 2022
OFFICE OF THE EXECUTIVE DIRECTOR

Our Ref: BIL/KCCA/22/04

15th June, 2022

To;

The Honorable Minister
Ministry of Finance, Planning and Economic Development

The Executive Director,
Kampala City Council Authority

RE: LAND FOR SALE LOCATED IN CENTRAL DIVISION MEASURING ABOUT 10 ACRES.

We refer to the meeting held on 17th March, 2022 in the presence of the Honorable Minister of Finance, Executive Director KCCA and Vendor Mr. John Bosco Muwonge at the Finance Minister's chambers in regards to the above matter.

We would like to inform you that we are in agreement with the proposed phasing of payments for the above transaction as guided by His Excellency President of the Republic of Uganda.

Yours faithfully.

.....

Managing Director,

Boost Investment Ltd,

Cc: The Permanent Secretary/ Secretary to the Treasury
Ministry of Finance, Planning and Economic Development

OFFICE OF THE MINISTER OF FINANCE
22 JUN 2022
TIME.....
RECEIVED
MINISTRY OF FINANCE, PLANNING AND ECONOMIC DEVELOPMENT

(4)

BOOST INVESTMENTS LIMITED

GGAWALA BUILDING, PLOT 40A NAKIVUBO ROAD
TEL: 0414 691 622, Email: jbmuwonge@yahoo.com, P.O. BOX 30172, KAMPALA (U)

Our Ref: BIL/KCCA/22/07

22nd November, 2022

The Executive Director,
Kampala City Council Authority

RE: LAND FOR SALE LOCATED IN KAMPALA CENTRAL DIVISION MEASURING ABOUT 10 ACRES WITH PENDING ISSUES.

Reference is made to your correspondence Ref.no. ED/KCCA/1401 dated 21st November, 2022 in regards to the above subject and the issues raised.

Proof/evidence that the price of UGX 325,183,000,000/- stated in the valuation report is negotiated and accepted by us. We refer to the following correspondences as proof/evidence of negotiation and acceptance:

a) Our letter to the Executive Director, KCCA, Ref. No. BIL/KCCA/22/03 dated 18th June, 2022, indicating our asking price of USD 10,000,000 per acre exclusive of VAT. See attached.
b) Your letter Ref.no. ED/KCCA/1400 dated 25th August, 2022, asking us whether we accept the price valued by the Chief Government Valuer. See attached.
c) Our letter to the Executive Director, KCCA, Ref. No. BIL/KCCA/22/04 dated 01st November 2022, as proof of our acceptance price valued by the Chief Government Valuer. See attached.

We therefore accepted the Chief Government Valuer's total price of UGX 325,183,000,000/- for our land. We thank you for your cooperation and await for you quick response.

Yours faithfully,

.....

Managing Director,

Boost Investment Ltd.

City and Metropolitan Affairs to commence phased compensation of Boost Investments for 7 acres of land at Kisenyi, provided there are no legal impediments.

The Rt. Hon Prime Minister, in resolution of the dispute, with the agreement of all the parties raising the dispute, formed a committee comprising of representatives of the parties, Registrars of Title and headed by the hon. minister for Lands, Housing and Urban Development to establish whether the persons raising the Dispute have a claim on the 7 acres which Boost Investments had left for acquisition.

The findings of the Committee indicated in letter dated 9th December, 2024 are that the 7 acres are not subject of the dispute. Boost Investments holds mailo titles on some plots and leasehold titles on others.

It is clear from the above that there is no dispute on the 7 acres for which H E the President has directed compensation to commence.

This is therefore, to request you to release funds for the compensation.

Hon. Minsa Kabanda
MINISTER OF KAMPALA CAPITAL CITY AND METROPOLITAN AFFAIRS

Copy: Rt. Hon. Prime Minister
Attorney General, Ministry of Justice
Ag. Executive Director, KCCA
Boost Investments

(8)

The Republic of Uganda

OFFICE OF THE PRESIDENT
MINISTRY OF KAMPALA CAPITAL CITY AND METROPOLITAN AFFAIRS

PARLIAMENT BUILDING P.O. BOX 7168 KAMPALA, TELEPHONE: 0414-344968, 0414-343913, 0414-230455, 0414-254881/6. Website: www.officeofthepresident.go.ug, www.kcca.go.ug

Uganda Vision 2040

ADM 171/01

Received by Matasi
23/12/2024

23rd December 2024

Hon. Matia Kasaija
Minister of Finance, Planning and Economic Development

The Permanent Secretary/ Secretary to the Treasury
Ministry of Finance, Planning and Economic Development

REQUEST FOR FUNDS FOR COMPENSATION OF BOOST INVESTMENTS FOR LAND OFFERED FOR SETTLEMENT OF MARKET VENDORS AND LOW-INCOME EARNERS.

The above refers.

On 3rd February 2023, His Excellency the President directed the Minister of Finance, Planning, and Economic Development, and the Executive Director of Kampala Capital City Authority to negotiate with the registered proprietors, Mr. John Bosco Muwonge and Boost Investments, to acquire the land measuring approximately 10 acres at Kisenyi, required for expanding trading spaces for market vendors and low-income groups in Kampala.

The Directive instructed that the land be acquired at a fair market value and the compensation be phased due to budgetary constraints.

Valuation was done by the Chief Government Valuer, during the negotiations, the Estate of Erenesto Kerespo Kizito raised a dispute in Civil Suit 266 of 2019 and after losing the suit appealed to the Court of Appeal, including Owesaza of Bugangayizi.

Not all the land was subject of the dispute, to avoid taking the vendors back to the streets due to the delayed transaction, we sought advice of the Hon. Attorney General which we received on 19th March, 2024 advising us to transact only on land that is not subject of the dispute. The land not subject of the dispute was identified as 7 acres.

On 7th November 2024, H E the President directed the Minister of Finance, Planning and Economic Development and the Minister for Kampala Capital

(7)

I am therefore, directing that you conclude this matter and immediately commence compensation of Boost Investments in a phased manner for the 7 acres that are not disputed unless there are legal impediments.

Yoweri K. Museveni
PRESIDENT

Copy to: Rt. Hon. Prime Minister
Attorney General
Permanent Secretary/Secretary to the Treasury
Ag. Executive Director, KCCA
Boost Investments

(12)

THE REPUBLIC OF UGANDA

INTERNAL MEMO

To: PS

C.C: Hon. MLHUD

C.C: Hon. MSL

From: Kabira Aisha (PRT)

Ssekitto Moses (SRT)

Date: 7th November, 2024

REPORT ON KIBUGA BLOCK 12 LAND AT KISENYI CLAIMED BY THE KINGDOM OF BUNYORO KITARA, THE ESTATE OF ERENESITI KERESIPO KIZITO AND BULENGA INVESTMENTS LTD VS INTERESTS OF THE KINGDOM OF BUGANDA AND BOOST INVESTMENTS LTD.

Following a meeting held on the 15th October, 2024 in the office of the Rt. Hon. Prime Minister, a meeting was held on 1st November, 2024 at the Ministry of Lands Housing and Urban Development to discuss issues relating to ownership and interests on land conmprised on Block 12 plots 281 – 293 part of which Kampala Capital City Authority intends to purchase from Boost Investments Limited.

In light of the claims from various parties, i.e. the Kingdom of Bunyoro-Kitara, the Kingdom of Buganda, the family of Keresipo Erenesti Kizito and Bulenga Investments Ltd. (claiming Kibanja interest) as aganist Boost Investments Ltd. The terms of reference of the meeting included; verifying the varoius claims, assess their validity and determine the extent of ownership based on the information in the Titles Register in order to provide a clear and comprehensive report on land ownership to guide the government on how best to address the conflicting claims.

A. THE CLAIMS OF OWNERSHIP OF THE LAND BY THE BUNYORO KITARA KINGDOM, THE BUGANDA KINGDOM AND THE FAMILY OF KERESIPO ERENESITI KIZITO:

The Titles Register reveals that;

It should be noted that the claim of Bunyoro Kitara Kingdom does not lie on **plot 292** (the subject of acquisition) but on **plots 290 & 291**, which were earlier in time registered in the **OWESAZA of BUGANGAIZI but** currently registered in the **KABAKA OF BUGANDA** by Virtue of the **Traditional Rulers (Restitution of Assets & Properties) Act, Cap 243**

Please find attached a detailed report detailing the title descriptions of the land, the current registered proprietors (landowners), and a brief history of the land in contention.

I hope the above puts the claims surrounding the disputed land to rest.

Nabakooba Judith
MINISTER OF LANDS HOUSING & URBAN DEVELOPMENT

C.C. Hon. Minister of Finance, Planning and Economic Development
C.C. Hon. Minister of Kampala.
C.C. Attorney General, MoJCA
C.C. Permanent Secretary/Secretary to the Treasury, MoFPED
C.C. Permanent Secretary, Ministry of Lands, Housing &Urban Development.
C.C. Executive Director, Kampala Capital City Authority.
C.C. Buganda Kingdom
C.C Prince David Wasajja
C.C Prime Minister of Bunyoro Kitara Kingdom
C.C Chief Prince of Bunyoro Kitara Kingdom
C.C. Estate of Erenesiti Keresipo Kizito C/o Godfrey S. Lule Advocates
C.C. Bulenga Investments Ltd C/o TAK Advocates
C.C. Boost Investments Ltd C/o Anguria & Co. Advocates

(10)

Email: mlhud@mlhud.go.ug
Telephones: General: 0414342931/3
Hon. Minister: Direct: 0414 673818
Hon. Minister of State (Lands): 0414 231020
Hon. Minister of State (Housing): 0414 348265
Hon. Minister of State (Urban Dev't): 0414236384
Permanent Secretary: 0414 230879
Under Secretary: 0414 236359
Dir. of Physical Planning & Urban Dev't. - 0414232130
Fax: 0414 230891

In any correspondence on this subject please quote No **LAD/1/187/02**

THE REPUBLIC OF UGANDA

Uganda Vision 2040

OFFICE OF THE MINISTER
MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT
P.O. BOX 7096, KAMPALA, UGANDA

9th December, 2024

The Rt. Hon. Prime Minister
Office of the Prime Minister
Plot 9-11Apollo Kaggwa Road
P. O. BOX 341,
Kampala.

RE: ACQUISITION OF LAND COMPRISED BY KAMPALA CITY COUNCIL ON KIBUGA BLOCK 12 PLOTS 1048, 1049, 321 AND 327 LAND AT KISENYI.

Reference is made to the meeting held on 15th October 2024 at your office, where a technical working committee was constituted and tasked to investigate and analyze the various claims before the government proceeds with the acquisition of the land for the expansion of trading space in Kampala.

A meeting was held on 1st November 2024 at the Ministry of Lands Housing & Urban Development, in which the various claims were discussed, and a report of the findings was compiled.

It was established from the Titles Register that;

1. The lease certificates of Title for **Leasehold Register Volume 3844 Folio 14** and **Leasehold Register Volume 4477 Folio 17**, currently registered in the names of **Boost Investments Limited** in respect to **Kibuga Block 12 Plots 1048 & 1049, Land at Kisenyi** were issued out of the Mailo Certificate of Title for Kibuga 12 plot 292 VESTED IN THE KABAKA OF BUGANDA.

2. Kibuga Block 12, Plots 321 and 327 are Mailo Titles registered in the name of John Bosco Muwonge as the current registered proprietor.

Thus, the 7 acres of land that Kampala Capital City Authority is interested in buying belongs to **Boost Investments Limited** as leases for **Plots 1048 and 1049** and for the Private Mailo for **plots 321 and 327**, Land at Kampala.

(15)

1. **Erenesiti Keresipo Kizito** was allocated land under **Final Mailo Certificate (F.C) No. 15453** which was then titled under **Mailo Register Volume (MRV) 160 Folio 21** measuring **25.60 acres. (A copy of the MRV is attached hereto marked as Annexure "A")**

2. The land comprised in **MRV 160 Folio 21** was subdivided to create **Mailo Register Volume 830 Folio 14** measuring approximately 15 acres in the names of **Erenesiti Keresipo Kizito** who later transfered the same to **Buganda Government (a corporate body established under the Native Administrations (Incorporation Ordinance 1930)** under **Instrument Number 51814** of 31st of July 1941. **(A copy of the MRV 830 Folio and the Agreement of Sale are attached hereto marked as Annexure "B" 1-2 respectively).**

3. The land comprised within Certificate of Title **MRV 830 Folio 14** was apportioned therein in the following proportions;
   a) As to **6.01 acres**; **The Owesaza of Bugangaizi** by virtue of his office registered under instrument no. **KLA 22033 of 2/10/1957**
   b) As to **4.15 acres**; The Katikiro of Buganda by virtue of his office under instrument no. KLA 22034 of 2/10/1957
   c) As to **5.12 acres**; The Buganda Government (a cooperate body established under the Native Administrations (Incorporation Ordinance 1930)

4. Upon conversion to the Block and Plot Register, the land comprised in **MRV 830 Folio 14** was registered under **Kibuga Block 12 Plots 281-293 (formerly plot 13 as per the Kalamazoo)** in the Buganda Government and subsquently separate certificates of Title were issued for each of the plots, viz; **(A copy of the area schedule and Certificate of title are attached hereto marked as Annexure "C" and "D" 1-11 respectively).**
   i. Plot 281(0.10 acres),
   ii. Plot 282(0.12 acre),
   iii. Plot 283(0.12 acres),
   iv. Plot 284(0.12 acres),
   v. Plot 285(0.12acres),
   vi. Plot 286(0.12 acres),
   vii. Plot 287 (0.12 acres),
   viii. Plot 288 (0.12 acres),
   ix. Plot 290 (0.12 acres),
   x. Plot 291 (5.77 acres),
   xi. Plot 292 (6.33 acres)
   xii. Plot 293 (2 acres)

It is important to note that all these Mailo Certificates of Title are currently registered in The Kabaka of Buganda by Virtue of his Office, vested under Statute No. 8 of 1993.

THE REPUBLIC OF UGANDA

INTERNAL MEMO

To: PS

C.C: Hon. MLHUD

C.C: Hon. MSL

From: Kabira Aisha (PRT)

Ssekitto Moses (SRT)

Date: 7th November, 2024

REPORT ON KIBUGA BLOCK 12 LAND AT KISENYI CLAIMED BY THE KINGDOM OF BUNYORO KITARA, THE ESTATE OF ERENESITI KERESIPO KIZITO AND BULENGA INVESTMENTS LTD VS INTERESTS OF THE KINGDOM OF BUGANDA AND BOOST INVESTMENTS LTD.

Following a meeting held on the 15th October, 2024 in the office of the Rt. Hon. Prime Minister, a meeting was held on 1st November, 2024 at the Ministry of Lands Housing and Urban Development to discuss issues relating to ownership and interests on land conmprised on Block 12 plots 281 – 293 part of which Kampala Capital City Authority intends to purchase from Boost Investments Limited.

In light of the claims from various parties, i.e. the Kingdom of Bunyoro-Kitara, the Kingdom of Buganda, the family of Keresipo Erenesti Kizito and Bulenga Investments Ltd. (claiming Kibanja interest) as aganist Boost Investments Ltd. The terms of reference of the meeting included; verifying the varoius claims, assess their validity and determine the extent of ownership based on the information in the Titles Register in order to provide a clear and comprehensive report on land ownership to guide the government on how best to address the conflicting claims.

A. THE CLAIMS OF OWNERSHIP OF THE LAND BY THE BUNYORO KITARA KINGDOM, THE BUGANDA KINGDOM AND THE FAMILY OF KERESIPO ERENESITI KIZITO:

The Titles Register reveals that;

which was th... acres. (A copy of the MRV is attached hereto marked as Annexure "A")

2. The land comprised in **MRV 160 Folio 21** was subdivided to create Mailo Register Vol... **830 Folio 14** measuring approximately 15 acres in the names of Erenesiti Keresipo Ki... who later transfered the same to **Buganda Government (a corporate body establis... under the Native Administrations (Incorporation Ordinance 1930)** under Instrum... **Number 51814** of 31st of July 1941. **(A copy of the MRV 830 Folio and the Agreement... Sale are attached hereto marked as Annexure "B" 1-2 respectively).**

3. The land comprised within Certificate of Title **MRV 830 Folio 14** was apportioned thereo... the following proportions;
   a) As to **6.01 acres**; **The Owesaza of Bugangaizi** by virtue of his office registered und... instrument no. **KLA 22033 of 2/10/1957**
   b) As to **4.15 acres**; The Katikiro of Buganda by virtue of his office under instrument no... KLA 22034 of 2/10/1957
   c) As to **5.12 acres**; The Buganda Government (a cooperate body established under the... Native Administrations (Incorporation Ordinance 1930)

4. Upon conversion to the Block and Plot Register, the land comprised in **MRV 830 Folio 14** was registered under **Kibuga Block 12 Plots 281-293 (formerly plot 13 as per the Kalamazoo)** in the Buganda Government and subsquently separate certificates of Title were issued for each of the plots, viz; **(A copy of the area schedule and Certificate of title are attached hereto marked as Annexure "C" and "D" 1-11 respectively).**
   i. Plot 281(0.10 acres),
   ii. Plot 282(0.12 acre),
   iii. Plot 283(0.12 acres),
   iv. Plot 284(0.12 acres),
   v. Plot 285(0.12acres),
   vi. Plot 286(0.12 acres),
   vii. Plot 287 (0.12 acres),
   viii. Plot 288 (0.12 acres),
   ix. Plot 290 (0.12 acres),
   x. Plot 291 (5.77 acres),
   xi. Plot 292 (6.33 acres)
   xii. Plot 293 (2 acres)

It is important to note that all these Mailo Certificates of Title are currently registered in The Kabaka of Buganda by Virtue of his Office, vested under Statute No. 8 of 1993

registered on the 27/11/2013. This is a 99-year lease w.e.f 1st November, 20[illegible]
Boost Investments Limited by Buganda Land Board in 2013.

The title is encumbered with a Caveat lodged by **Willy Balwana Serwano C/o Godfrey S. Lule Advocates P.O. Box 1624, Kampala** under instrument **KCCA 00095867** registered **26/08/2022.**

2. **Kibuga Block 12 Plot 1048, land at Kisenyi** measuring approximately 0.832 Hectares is registered under Leasehold Register **Volume 3844 Folio 14**, which was issued in the names of **Kibuli Girls High School Limited** of **P. O. Box 4409**, Kampala under instrument **No. KLA 370402** of **20/3/2008.** The lease was granted by Buganda Land Board in 2008.

   Currently the title is registered in the names of **Boost Investments Limited** of **P. O. Box 30172, Kampala** under instrument **KCCA00012435 of 2/12/2014** with a lease extension of **49 years.**

3. The Certificate of Title for **Kibuga Block 12 Plot 321, Land at Kampala,** measuring approximately 0.11 acres was issued in the names **Erenesiti K. Kizito** under instrument No. **15453 of 28/1/1922.** The certificate of title was then transferred to **William Kyeza Seruyange (Administrator of Erenesti K. Kizito)** under instrument number **KLA81520** of **19.8.1976** and is currently registered in the names of **John Bosco Muwonge**, P. O. Box **30172**, Kampala registered under instrument number **KCCA-00011314 of 24.10.2014.**

4. The certificate of title for **Kibuga Block 12 plot 327, land at Kampala** measuring approximately 0.10 acres was first registered in the names of **Erenesiti K. Kizito** under instrument No. **15453 of 28/1/1922.** The Certificate of title was transferred to **William Kyeza Seruyange P. O. Box 25,** Mubende **(Administrator of the Estate of the Late Erenesiti K. Kizito)** under instrument No. **KLA 81520** of 19/8/1976, then to the **Administrator General** (Administrators of the Estate of the Late Erenesiti Kizito) under instrument No. **KLA216429** of **10/7/2000**, then to **Beatrice Namukasa** of P. O. Box 27290 Kampala under instrument No. **KLA216430** of **10/7/2000,** then to **John Buyinza and Paul Mwanje** P. O. Box 31373, Kampala under instrument No. **KLA277386** of **21/7/2005.** Currently the title is registered in the names of **John Bosco Mwanje** under instrument number **KCCA-00003856 of 8/1/2014.**

Evidence on the register confirms **Boost Investments Ltd** as the registered proprietor (owner) of the **Leasehold Certificates of Title** for plots **1048 & 1049 Block 12** created out of the mailo land of Kabaka of Buganda on **Kibuga Block 12 plot 292**, Land at Kampala and that **Muwonge John Bosco** is the Mailo owner of for **Plots 321 and 327**, land at Kampala. **(Copies of said Certificates of title are attached hereto and marked as Annexure "M", "N", "O" and "P" respectively).**

then and is the same is an official estate for The Buganda government, The Katikiro of Buganda by virtue of his office and The Owesaza of Bugangaizi by virtue of his office.

B. THE KIBANJA CLAIM OF BULENGA INVESTMENTS LTD:

In the meeting of 1st November, 2024 held at Ministry of lands, housing and urban development, Bulenga Investment Ltd elaborated the claim of a kibanja interest on **plots 1478, 1479 and 1480** currently registered in the names of Boost Investments Ltd. However, Boost Investment Ltd claims to have compensated all Bibanja holders that were on the said land and attached a consent Judgment in **H.C.C.S. 018 of 2017 (Boost Investments Limited Vs. Mengo Kisenyi Buwanika United Traders Association Limited and Jua Kali General Moulders & Fabricators' Association)** which was the basis of eviction of persons on the ground. Boost Investment Ltd also availed receipts of payment of the bibanja claimants but Bulenga is not among those compensated.

In addition, Mr. Kizito Bashir, the representative of Buganda Land Board stated that Bulenga investments was not a Kibanja holder since their claim of kibanja did not exist on ground. However Bulenga investments availed proof that Buganda Land Board knew of the existence of their kibanja on this land. **(Copies of Letters to the DPC, Old Kampala Police Station and receipt of payments are attached hereto and Marked as Annexure "H" and "I" respectively)**

Currently the suit land is developed with **Gwanda Mall** and thus Bulenga Investment services Limited may have to seek court redress, since the evictions were done under a court order based on **H.C.C.S. 018 of 2017 (Boost Investments Limited Vs. Mengo Kisenyi Buwanika United Traders Association Limited and Jua Kali General Moulders & Fabricators' Association).** Bulenga Investments Ltd & Ssimbwa Samuel against Boost Investments Ltd & Bafa Investments Ltd, **H.C.C.S 52 of 2015** which seems to have been abandoned. **(A copy of the said Court Order is attached hereto and marked as Annexure "J")**

C. LAND FOR ACQUISITION BY KCCA

In the same meeting of 1st of November, 2024 at Ministry of Lands, Housing and Urban development, Counsel Anguria representing Boost Investments Ltd and Muwonge John Bosco availed a letter dated 15th January, 2024 from Kampala Capital City Authority to Boost Investments Ltd indicating their willingness to purchase **plots 1048, 1049, 321 and 327** in **Kisenyi** upon securing the necessary permissions and funding. **(A copy of the said correspondences are attached hereto and marked as Annexure "K" and "L" respectively).**

Perusal of the Register in respect to **plots 1048, 1049, 321 and 327 in Kisenyi** revealed that;

1. **Kibuga Block 12 Plot 1049, land at Kisenyi,** measuring approximately **1.89 hectares** is registered under Leasehold Register Volume **4477 Folio 17,** in the names of Boost **Investments Limited** of **P. O. Box 30172, Kampala** under instrument **KLA570722**

5. It should be noted that Plot 290 consisting of 0.12 acres and Plot 291 consisting of 6.01 acres had been transferred into the name of **Owesaza of Bugangaizi (by virtue of his office).** This land was vested in **Buganda Land Board** under **Article 113 of the 1962 Constitution of Uganda** and vested in the Kabaka of Buganda (by virtue of his office) under instrument number KLA573979 of 10.2.2016 under the **Traditional Rulers (Restitution of Assets & Properties) Act, Cap. 243**

Based on the aforementioned information, Uganda Land Commission granted leases over the land having assumed authority over the said land under the 1967 Constitution of the Republic of Uganda thus the issuance of leasehold certificates of title under **Leasehold Register Volume 3702 Folio 12 plots 1048, 1049, 1550, 281, 282, 283, 284, 285, 286, 287, 288, 289** and **290** land at Kisenyi which were later surrendered.

6. **Uganda Land Commission** granted leases over Plots 1479, 1480 and 1478 and Certificates of Title Leasehold Register Volume **3801 Folio 11 for Plot 1479, Kibuga Block 12,** Leasehold Register Volume **3801 Folio 23, for Plot 1480, Kibuga Block 12 and** Leasehold Register Volume **4127 Folio 25, for Plot 1478, Kibuga Block 12** were issued and are currently registered in the names of **Boost Investments Ltd** under instrument numbers **KCCA00012546 of 5.12.2014, KCCA00012554 of 5.12.2014** and **KCCA00012351 of 28.11.2014** respectively with consent of Buganda Land Board as per letters dated 21st October, 2014.

Attached to the leases are variation of the leases given by Buganda Land Board which signifies that they recognize the interest of Boost Investments and ratified the actions of Uganda Land Commission that granted the leases over the said land in 2006, 2007 and 2010 over **plots 1478, 1479 and 1480. (A copy of the said Certificates of title are attached hereto and marked as Annexure "E", "F", and "G" respectively).**

According to the information on the Register its evident that the land was purchased by the then Buganda Government, its apportionment to the different institutions of Government is also elaborated in paragraph (3) above.

The core issue of the conflict revolves around determining the rightful owner of the properties previously registered in the Owesaza of Bugangaizi.

The meeting agreed that the decision regarding the ownership of this land should be left for negotiation between the Kingdoms of Buganda and Bunyoro Kitara, as was previously recommended in the meeting held on 15th October 2024 in the office of the Rt. Hon. Prime Minister. This negotiation will inform and guide the work of the technical committee. The meeting to facilitate these discussions yet to take place.

Further based on the information on record, it's clear that the claim over this land by the **Estate of Keresipo Erenesiti Kizito** is baseless as the land was sold off to the Buganda Government

14. Kibuga Block 12 plot 324 is registered in the names of **Diana Namubiru & Ruth Kyolaba** under instrument number KCCA00015708 of 25.3.2015.

15. Kibuga Block 12 plot 326 is registered in the names of **Ssekamatte Magala Bruce** under instrument number KCCA00114727 of 31.01.2024.

16. Kibuga Block 12 plot 329 is registered in the names of **Munna Saad and Farida Saad** under instrument number KCCA-00032480 of 6.10.2016.

17. Kibuga Block 12 plot 330 is registered in the names of **Haji Sulaiman Mukasa** under instrument number KLA316195 of 5.12.2006.

18. Kibuga Block 12 plot 345 is registered in the names of **Mengo Builders and Contractors Ltd** under instrument number KLA7198 of 21/9/1956.

19. Kibuga Block 12 plot 600 is registered in the names of **John Jameson Senseko Kulubya & Christine Balimpoleza Davis (Administrators of the estate Y. Namutebi Kulubya)** under instrument number KLA394366 of 22.10.2008.

20. Kibuga Block 12 plot 601 is registered in the names of **Kiyemba Nseera Shuaib** under instrument number KCCA-00032574 of 7.10.2016.

21. Kibuga Block 12 Plot 1629 is registered in the names of **Shuaib Kiyemba Nseera and Jannat Nseere** under instrument number KCCA00057103 of 14.12.2018.

(All above listed Certificates of Title are attached marked Annexure **"U" 1 – 21 respectively**)

An analysis of the Titles Register reveals that the estate of Erenesti Keresipo Kizito has no Mailo land to claim, as the land in question has been transferred and is now registered in the names of other individuals or entities. The basis of their claim stems from **Final Mailo Certificate No. 15453 of 1922**, which has since been subdivided and transferred multiple times over the years. These claims are now time-barred under both the **Limitation Act, Cap 290**, and the **Registration of Titles Act, Cap 240.**

That's all the information that could be availed as per the title and cadastre information. We forward to you this report and seek your further guidance on the subject matter.

1. Kibuga Block 12 Plots 216 – 229 & 231 - 239 is registered in **John Jamesson Senseko Kulubya and Solome Kagale** (Administrators of the estate of the late Serwano Wofunira Kulubya).

(26)

2. Kibuga Block 12 plot 218 is registered in the names of **John Bosco Muwonge** under instrument number KCCA-00036140 of 3.2.2017 at 3.43 p. m.

3. Kibuga Block 12 plot 233 is registered in the names of **John Bosco Muwonge** under instrument number KCCA 00036278 of 10.2.2017.

4. Kibuga Block 12 plot 308 is registered in the names of **Ally Haji Abdi Guled** under instrument number KCCA-00084127 of 23.3.2000.

5. Kibuga Block 12 Plot 309 is registered in the names of **Prime Housing Estate Ltd** under instrument number KCCA-00084219 of 29.9.2021.

6. Kibuga Block 12 Plot 310 is registered in the names of **Mbarak Saleh Aljaidi** under instrument number KLA201745 of 13.02.2001.

7. Kibuga Block 12 plot 311 is registered in the names of **Marwaha Singh Perminder** under instrument number KCCA00058110 of 29.01.2019.

8. Kibuga Block 12 plot 312 is registered in the names of **Ephulance Namutebi** under instrument number KLA223561 of 27.3.2001.

9. Kibuga Block 12 plot 314 is registered in the names of **Solomon Nsimire** under instrument number KLA524672 of 15.11.2011.

10. Kibuga Block 12 Plot 315 is registered in the names of **Solomon Nsimire** under instrument number KLA501290 of 26.5.11.

11. Kibuga Block 12 plot 320 is registered in the names of **Mali Musisi, Namiganda Antonio, Cuaint Musisi**

12. Kibuga Block 12 plot 321 is registered in the names of **John Bosco Muwonge** under instrument number KCCA-00011394 of 24.10.2014.

13. Kibuga Block 12 plot 322 is registered in the names of **Nagawa Annet** under instrument number KCCA-00015505 of 18.3.2015.

D. CLAIM BY THE ESTATE OF ERENESTI KERESIPO KIZITO AGAINST BOOST INVESTMENTS:

During the deliberations, the Estate of the Late Erenesti Keresipo Kizito laid claim on Plots **234, 233, 234, 233, 232, 231, 330, 329, 328, 326, 324, 323, 322, 321, 308, 309, 310, 311, 312, 314, 306, 315, 216, 217, 218, 219, 221, 222, 223, 345, 600, 601, 1498, 320 and 1629.**

This takes us back to the time of closure of the Mailo Register Volume (MRV) Certificate of Title **MRV 160 Folio 21 measuring 3.93 Acres.** This MRV was converted to **Kibuga Block 12 Plots 203, 308 – 330.**

MRV 160 Folio 21 was subdivided into;

I. **Part A** (3 acres) transferred to **Matayo Kafeero Wamala (MRV 320 Folio 9,** Plots 204 - 211, 213 – 215, 491 & 492) under instrument 2528 of 29/04/1926.

II. **Part B** (3.67 acres) transferred to **Serwano Wofunira Kulubya (MRV 750 Folio 12,** Plots 216 – 229 & 231 - 239) under instrument 38125 of 15/09/1937.

III. **Part C** (15 acres) transferred to **Buganda Government (MRV 830 Folio14, Plots 281 - 293)** under instrument 51814 of 31/07/1941. (Part A – Plot 6, Part B – Plot 7, Part C – Plot 13 and Keresipo Kizito's remaining land was plot 5). **(A copy of Survey Plan indicating the said partitions, area schedules of the earlier plots created and the MRVs of Matayo Kafeero Wamala and Serwano Wofunira Kulubya are attached hereto and marked as Annexure "Q", "R", "S" & "T" respectively).**

By 1941 Keresipo Erenesiti Kizito was left with only 3.39 Acres on **MRV 160 FOLIO 21 WHICH WAS CONVERTED TO THE BLOCK AND PLOT REGISTER ON THE 13.04.1960 AS KIBUGA 12 PLOTS 203, 308 – 330. (See annexure "A" above)**

Plots **216, 217, 218, 219, 221, 222, 223, 231, 232, 233, 234, 235, 236, 237, 238, & 239** claimed by the estate of the late **Erenesiti Keresipo Kizito** fall within the estate of the late **Serwano Wofunira Kulubya** and are currently registered in John Jamesson Senseko Kulubya and Solome Kagale (Administrators of the estate of the late Serwano Wofunira Kulubya). Registered thereon are leases for **plots 216, 217, 218, 219, 220, 221, 222, 223, 226, 227, 228, 229, 230, 232, 234, 235, 236, 237, and 238.**

Most of the certificates of title falling within the estate of the late Keresipo Erenesiti Kizito were sold off or distributed as per evidence on the register.

The Perusal of the Register reveals that;

Annexure "B" 1st

(24)

UGANDA

REGISTRATION OF TITLES ORDINANCE.

CERTIFIED FOR POLICE/COURT PURPOSE
★ 05 DEC 2024 ★
For Commissioner Land Registration

Certificate of Title.

MAILO REGISTER, VOLUME 850 , FOLIO 14 .

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged with red on the plan hereto annexed situate as follows and containing the following area or thereabouts:—

County Kyadondo

Place Kampala

BROUGHT ON TO NEW REGISTER
BLOCK 12 PLOT 281-293
13.4.60
INIT. DATE

Area in acres ~~15.00~~ 15.21

being part of the land comprised in Final Certificate No. 15455 ---- registered in Volume 160 Folio 21 ~~and subsequently in Volume------Folio------~~ of the MAILO Register.

OWNERSHIP.

INSTRUMENT No. 51614.

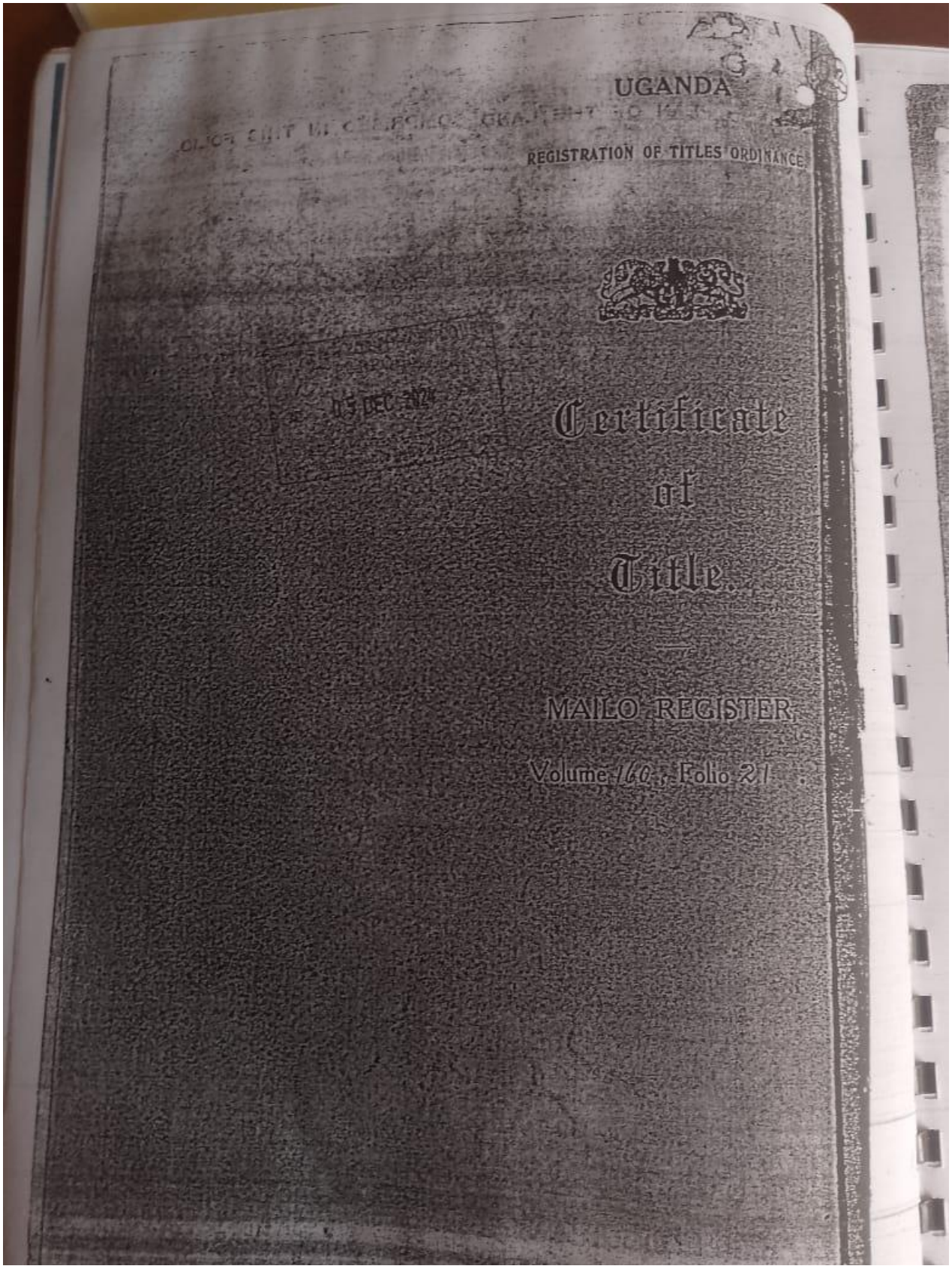
~~THE UGANDA GOVERNMENT, a corporate body established under The Native Administrations (Incorporation) Ordinance 1950,~~

is ~~are~~ now the proprietor of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 31st day of July ------ 1941.

Assistant Registrar of Titles

8484—500—7.40.



UGANDA

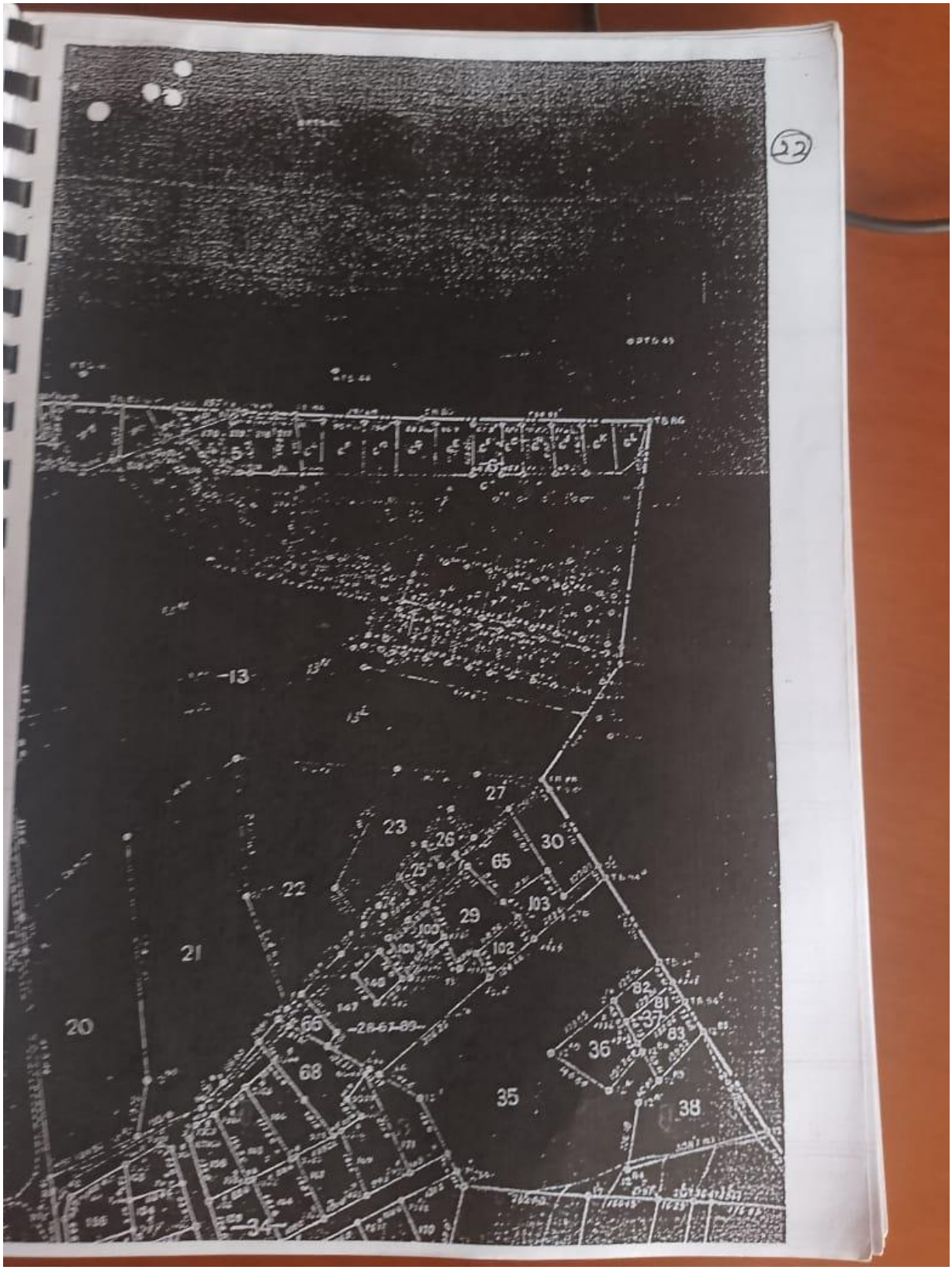
REGISTRATION OF TITLES ORDINANCE

05 DEC 2024

Certificate of Title

MAILO REGISTER

Volume 160, Folio 21


22
13
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23
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30
65
25
22
29
103
100
101
102
21
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66
68
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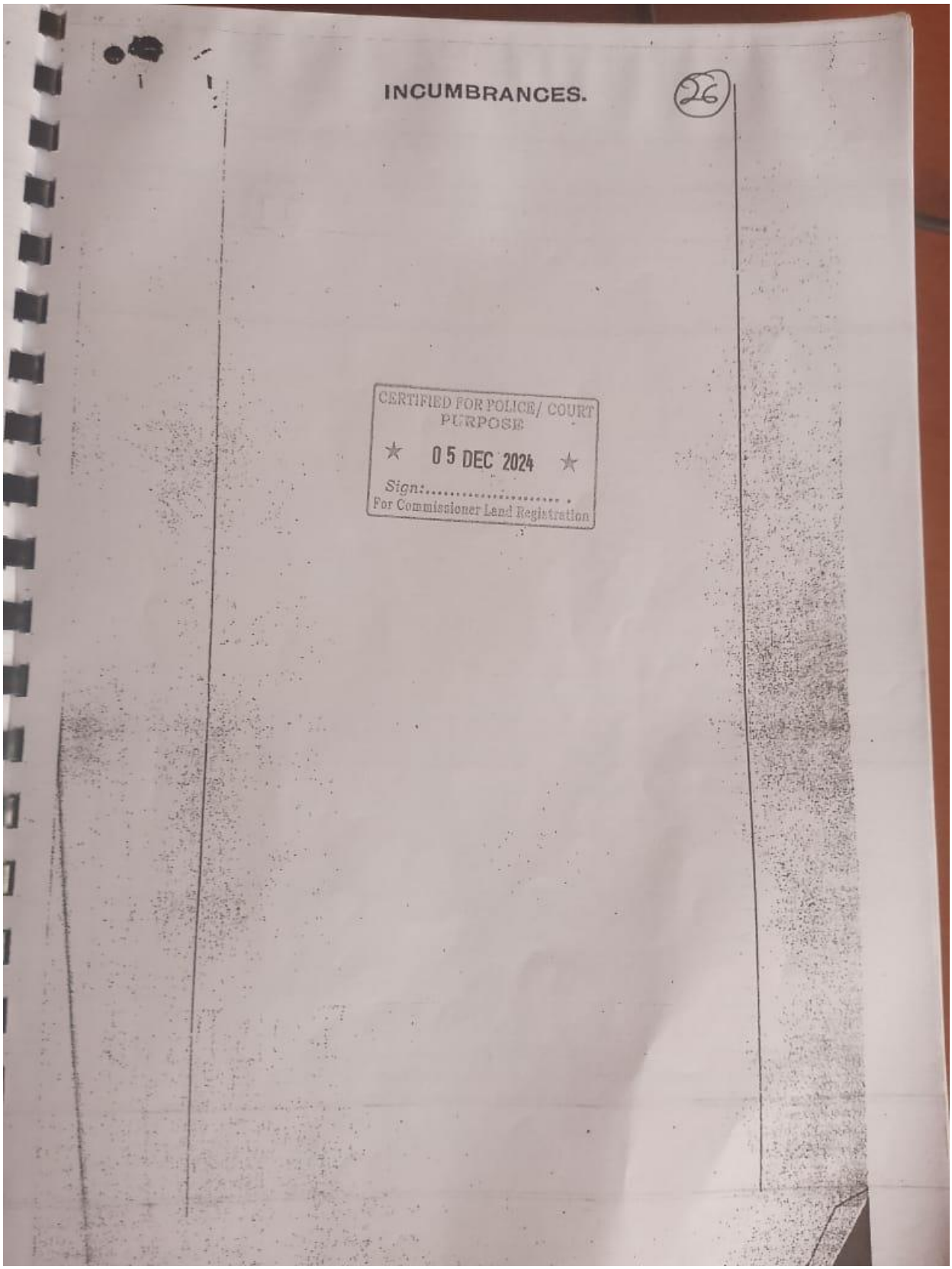
37
38
82
81
83
34

PLAN OF THE LAND COMPRISED IN THIS FOLIO.

27


INCUMBRANCES.
26
CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

(25)

OWNERSHIP—*continued.*

Regd. 10-1-58 Inst. KLA 12872	Issue of Special Certificate of Title the duplicate, Certificate of Title which was originally issued having been lost.	
Regd. 2/10/57 Inst. KLA 22034	As to 6.01 acres THE OWESAZA OF BUGANGAZI, by virtue of his office.	
	~~As to 9.27 acres THE BUGANDA GOVERNMENT, a corporate body established under the Native Administrations (Incorporation) Ordinance 1938.~~ entered in error see below	
Regd. 2/10/57 Inst. KLA 22034	As to 4.15 acres THE KATIKIRO OF BUGANDA, by virtue of his office.	
	As to 5.12 acres THE BUGANDA GOVERNMENT, a corporate body established under the Native Administrations (Incorporation) Ordinance, 1938.	

CERTIFIED FOR POLICE/COURT PURPOSE
05 DEC 2024
Sign: .....
For Commissioner Land Registration

C/Clana Deputy Registrar Mukono Annexure B "21"

OBWAKABAKA BWE BUGANDA

Annexure

ENDAGANO ETUNDA MAILO

No. 5399.

Nze Erenesiti Keresipo Kizito owe Kampala Kisadondo

Ndiguriza Olukiko lwo Bwakabaka bwe Buganda owe Mengo Kyadondo

Ntuuze etaka lyange eriwandikidwa wansi, lyenafuse mu ngeri eyo eyogedwako okuba eriye dala nabamba abalimutikira. Ampaderanu Shillinga ezo ezogedwako wansi. Era tuwandise Endagano eno okukakasa bwetugubanye, era tugisizaako emikono gyaffe okuba etobojulirwa mu kugulana kwaffe. Era omulimbi wa Maile bwaligera etaka eryo, Eka ezo yetugulanye bweziliwerawo Era eziriggyeyo zona wegdiitwala wona awalala omuguzi walitwala :—

Abagulanye: Abajulirwa:

Nze Ajunze (Sgd) Erenesiti Keresipo Kizito (Sgd) Nasaneri K.Kitalikiyo

Nkakasa nti ekinkumu kino kikye dala

Nze Atuze (Sgd) Yakobo L.Misejalumbwa (Omuwanika) W.D.Mayanja Mukwenda.

Nkakasa nti ekinkumu kino kikye dala

Erinya lya Nnyini Ttaka.	Obuneene bwe Ttaka eritundibwa No. ye Kifananyi Ekyalo, Eggombolola era enga bweyaliiko.	Omuwendo etaka gwelitundibwa	Erinya lyoyo agula Etaka.
Erenesiti Keresipo Kizito.	Eka 15 (kumi natano) zoka Kikibanja kyange ekye Kibuga, kulusozi Kampala mu Saza lye Kisadondo, kuki- fananyi Ekikakafu No.15463 Ekibanja ekyo nasikira kisikiro kwentunze Eka ezo ezogedwako wagulu.	Shillinga emitwalo biri mwenkumi nya (24000/-) zoka.	OLUKIKO LWO BWAKABAKA BWE BUGANDA, (Olwokukolerami emirimu Emitongole)

05 DEC 2023

Fe abo Lukiko tumaze okukebera nokwekanya nga etaka eryogedwako engulu lya Erenesiti Keresipo Kizito dala, era nga yalifuna mu ngeri eyo ewandikidwa wagulu. Kyetuvude tusako emikono gyaffe *awalalu mpaka* okumukiriza okulitunda.

(Sgd) Yakobo L.Misejalumbwa Omuwanika

MENGO

Andereya Kiwanuka Abakulu
Omulamuzi

" Nasaneri D.Mayanja Mukwenda
for Omuwanika Katikiro Lukiko

31st January 1923.

(29)

UGANDA

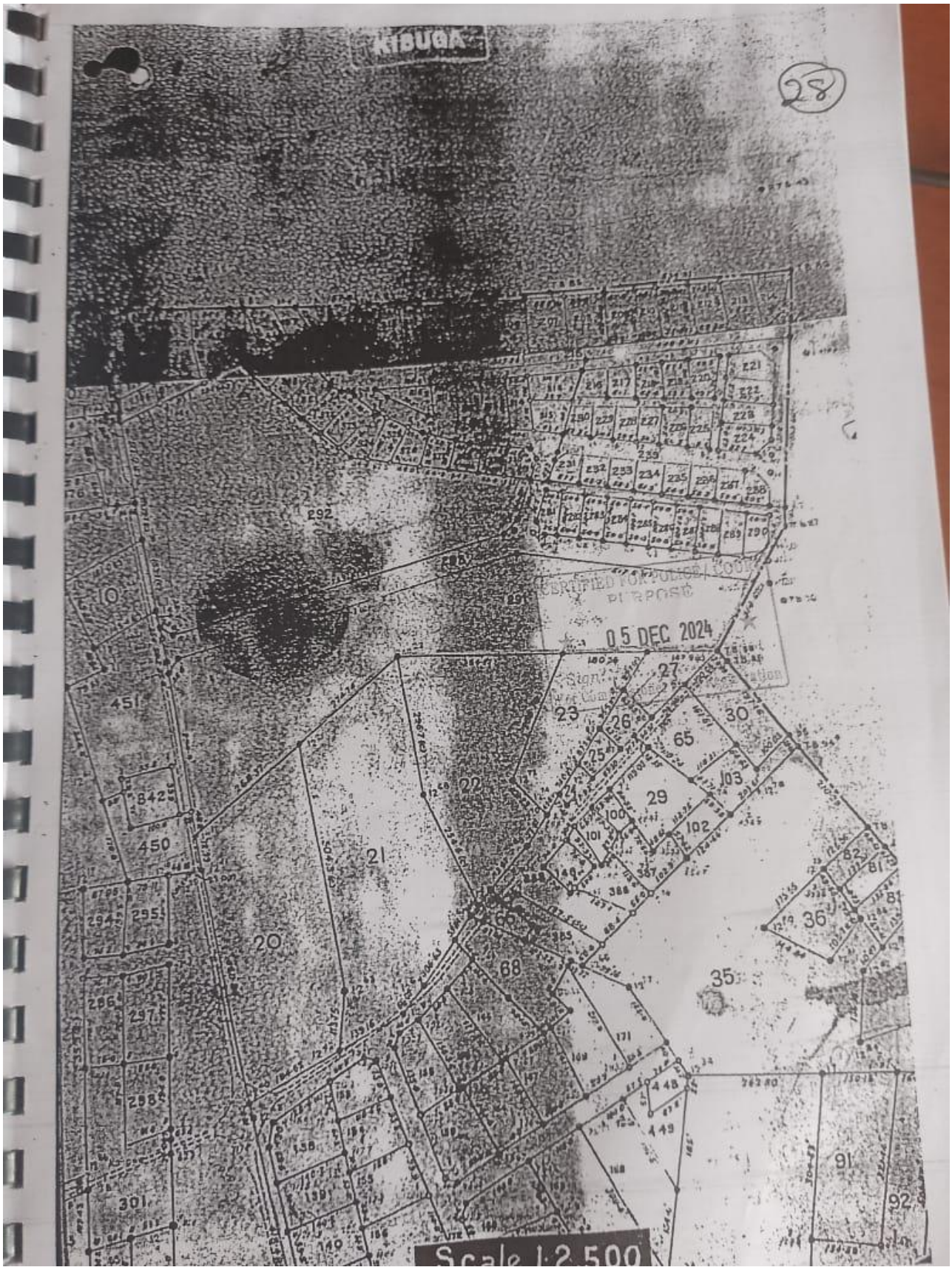
REGISTRATION OF TITLES ORDINANCE.

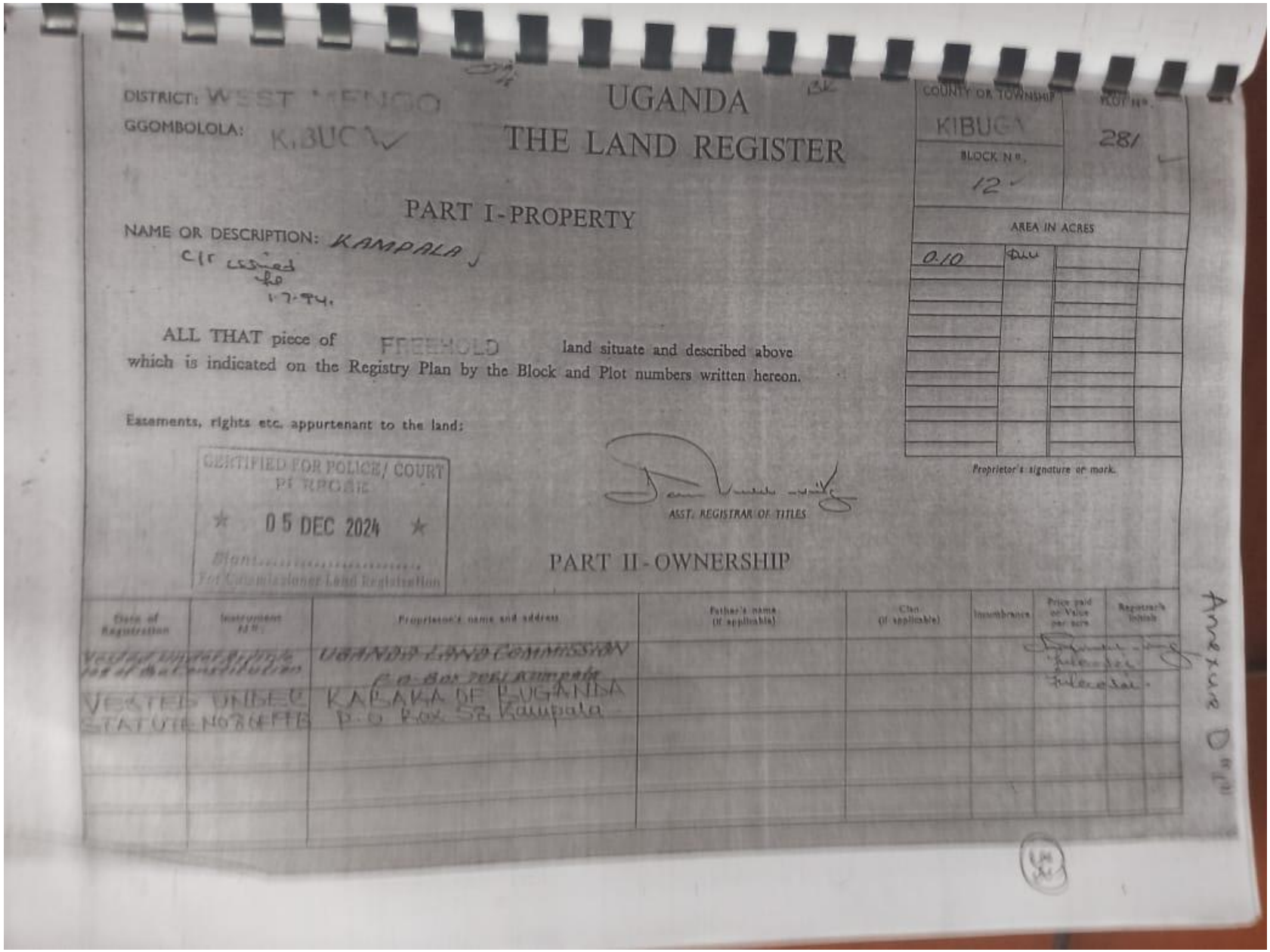
HOUSING POLICY JOINT PURPOSE
05 DEC 2024
Ministry Lands, Housing & Urban Development

Certificate of Title.

MAILO REGISTER,

Volume 8 8 0 , Folio 1 4 .


KIBUGA
28
CERTIFIED FOR JUDICIAL PURPOSE
05 DEC 2024
Scale 1:2,500



DISTRICT: WEST MENGO

GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

COUNTY OR TOWNSHIP	PLOT No.
KIBUGA	281
BLOCK No. 12	

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA

C/r issued 1-7-94.

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

AREA IN ACRES			
0.10	DUU		

Proprietor's signature or mark.

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign.....
For Commissioner Land Registration

ASST. REGISTRAR OF TITLES

PART II - OWNERSHIP

Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's Initials
Vested under Article 108 of the Constitution		UGANDA LAND COMMISSION P.O. Box 7051 Kampala				[illegible]	
VESTED UNDER STATUTE NO 8 OF 1998		KABAKA OF BUGANDA P.O. Box 52 Kampala					

Annexure D

Annexure "C"

(32)

AREA SCHEDULED FORM

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024
Sign: ..... Commissioner Land

State Name Mengo-Kisenyi ..... County Kibuga .....

State Name ..... Block 12 .....

PLOT NUMBER		AREA		REMARKS
FIELD	D.O	ACRES	HECTARES	Copy
	-13-	-15.28-	-6.15-	See 281 - 293
	281		0.04	"
	282		0.05	"
	283		0.05	"
	284		0.05	"
	285		0.05	"
	286		0.05	"
	287		0.05	"
	288		0.05	"
	289		0.05	"
	290		0.063	"
	291		2.34	See 840 - 841
	292		2.56	see 1048 - 1049
	293		0.78	
	"		"	"
	-291-		-2.34-	See 840 -841
	840		0.049	N.M Samali
	-841-		-2.286-	Rev by bal see 925-926 & 1580
	925		0.50	Spidpga
	-925-		-1.785-	Revs by bal see 1476 - 1477
	1476		1.217	See 1478 - 1480
	1477		0.032	Rev by bal (Road area)
	"			"

KAMPALA CAPITAL CITY AUTHORITY
23 OCT 2024
Licensing Office Cartography

OFFICE OF TITLES.
Rec'd. on 31.7.41
at 2.30 pm

28

INSTRUMENT 5[illegible] REGISTERED AT 4.30 PM ON 31-7-1941

REGISTER	VOL.	FO.
M	160	21
M	830	14

Asst REGISTRAR OF TITLES. UGANDA

UGANDA

REGISTRATION OF TITLES ORDINANCE

Registration Fee Shs:500/-
Paid on L.O. Rect V No 7772 of 18.6.41. (See MR 28/2)

Mailo Register
Volume 160 Folio 21
18.93 acres at Kampala, Kyadondo

TRANSFER

(31)

I ERENESITI KERESIPO KIZITO of Kampala Kyadondo Buganda being the registered proprietor of the land comprised in the above-mentioned Folio in pursuance of Lukiko Endagano No.5399 dated the 31st day of January 1923 (annexed hereto) whereby I agreed to sell 15 acres of the said land to OLUKIKO LWO BWAKABAKA BWE BUGANDA for the sum of Shillings 24000/- and in consideration of the sum of Shillings 24000/- paid to me on or before the execution of these presents (the receipt whereof I hereby acknowledge) DO HEREBY TRANSFER 15 acres or thereabouts of the said land as the same are delineated and described on the plan annexed hereto and thereon edged with red to THE BUGANDA GOVERNMENT a corporate body established under The Native Administrations (Incorporation) Ordinance 1938 TO HOLD to THE BUGANDA GOVERNMENT for all my estate and interest therein.

Dated this 21st day of July 1941.

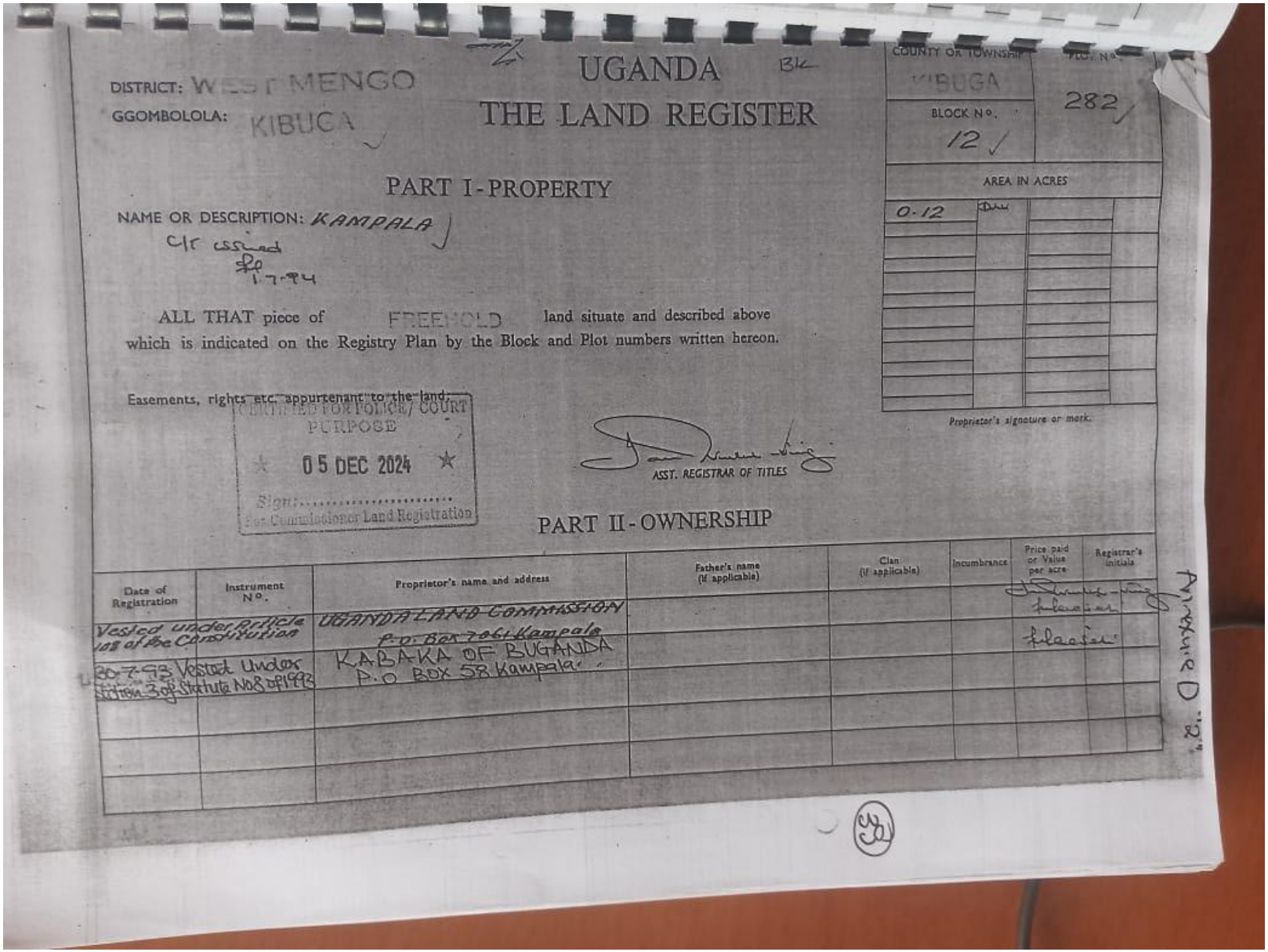
SIGNED by the said Erenesiti Keresipo Kizito in my presence and I certify that the above Instrument was first read over and explained to him when he appeared fully to understand the same } Erenesiti Keresipo Kizito

Witness Timoseo Mukasa
Address P.O. Box 91 Kpla
Qualification Gombolola Chief
Inst-IV Kyadondo

UGANDA

PART III - INCUMBRANCES

REGISTRAR'S INITIALS	PARTICULARS OF INCUMBRANCE OR ENTRY	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR, ETC.	INSTRUMENT NUMBER	DATE OF REGISTRATION
		(36)		



DISTRICT: WEST MENGO

GGOMBOLOLA: KIBUGA

UGANDA

THE LAND REGISTER

BK

COUNTY OR TOWNSHIP	PLOT No.
KIBUGA	282
BLOCK No. 12	

AREA IN ACRES

0.12			

Proprietor's signature or mark.

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA

C/T issued
1.7.94

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land.

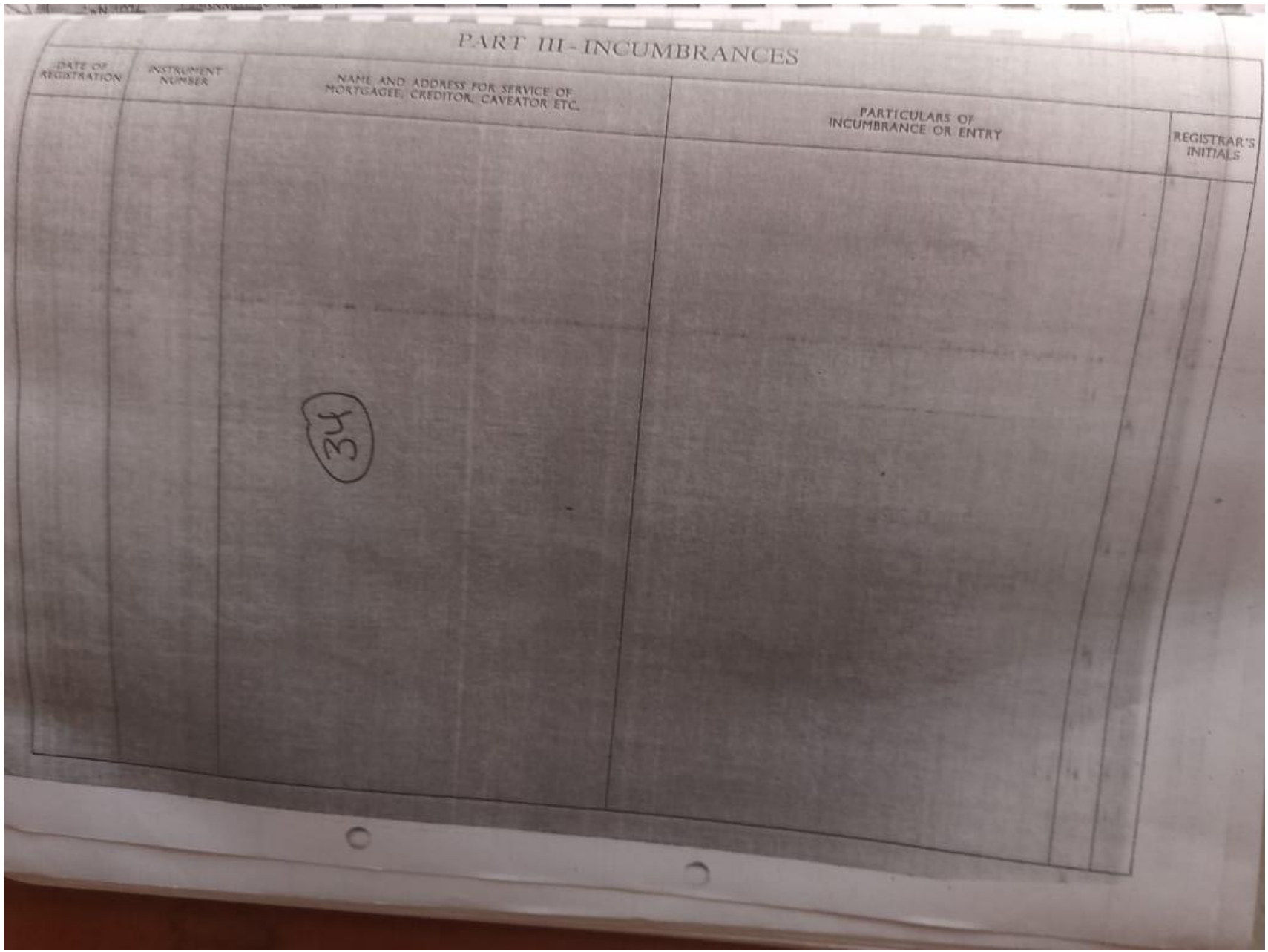
CERTIFIED FOR POLICE/COURT PURPOSE
05 DEC 2024
Sign:.....
For Commissioner Land Registration

ASST. REGISTRAR OF TITLES

PART II - OWNERSHIP

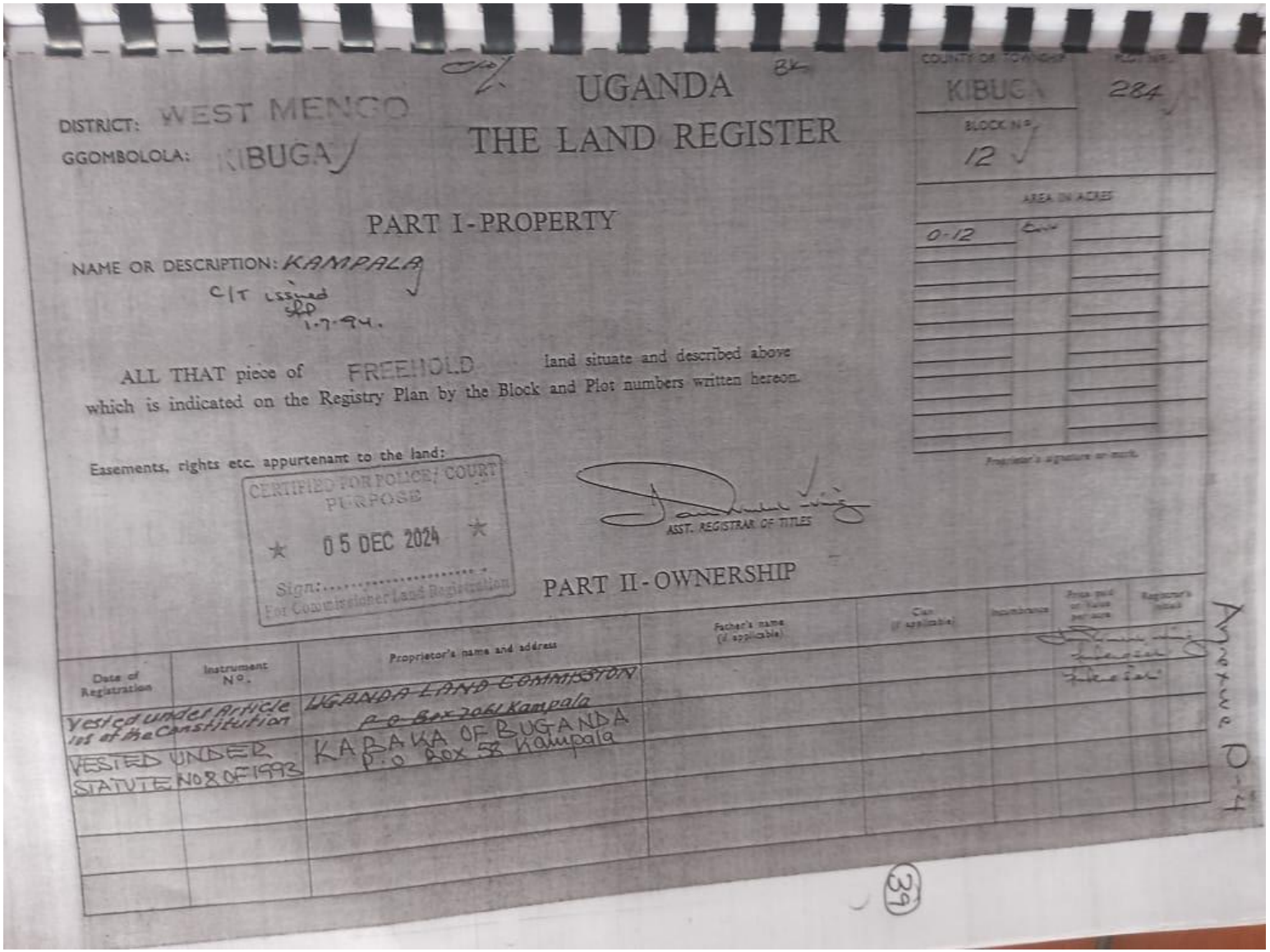
Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
Vested under Article 108 of the Constitution		UGANDA LAND COMMISSION P.O. Box 7061 Kampala					
30-7-93 Vested under Section 3 of Statute No 8 of 1993		KABAKA OF BUGANDA P.O BOX 58 Kampala					

Annexure D "2"



PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
		34		



DISTRICT: WEST MENGO

GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

COUNTY OR TOWNSHIP: KIBUGA — PLOT No.: 284

BLOCK No.: 12

AREA IN ACRES: 0-12 Even

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA

C/T issued 1.7.94.

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

ASST. REGISTRAR OF TITLES

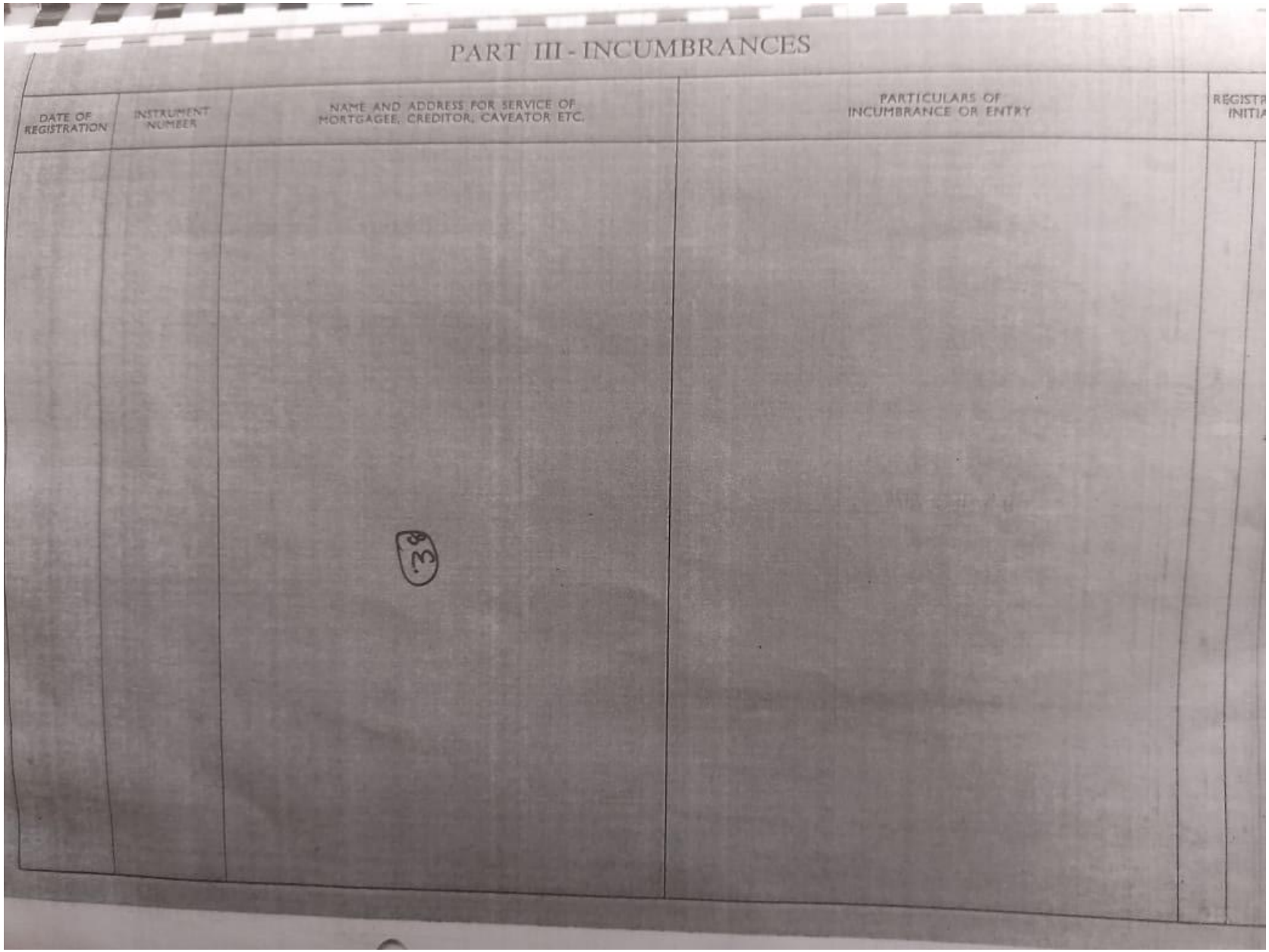
Proprietor's signature or mark

PART II - OWNERSHIP

Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrances	Price paid or Value per acre	Registrar's Initials
Vested under Article 189 of the Constitution		~~UGANDA LAND COMMISSION~~ P.O Box 7061 Kampala					
VESTED UNDER STATUTE NO 8 OF 1998		KABAKA OF BUGANDA P.O Box 58 Kampala					

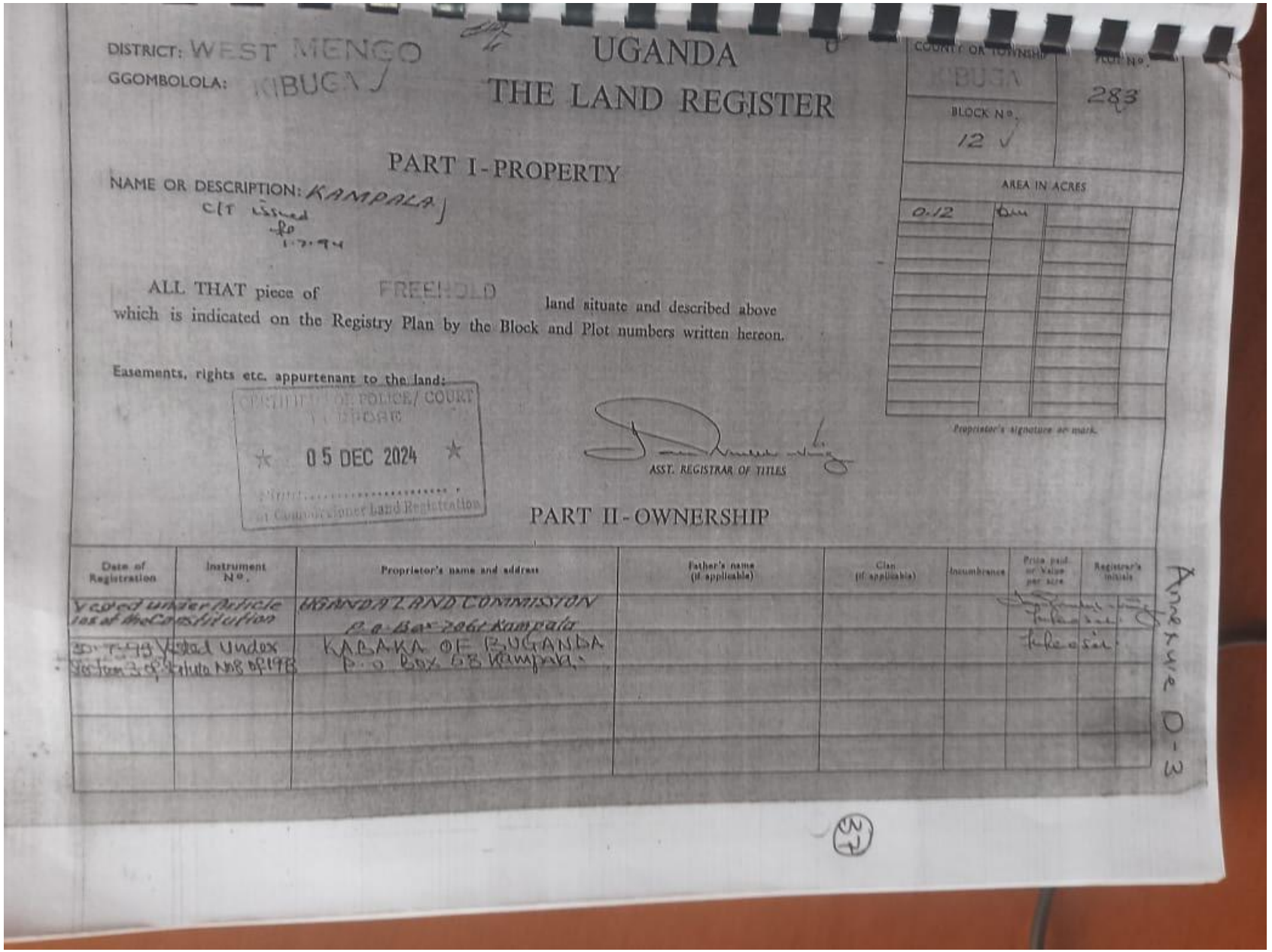
Approve 0-4

39



PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTR INITIA



DISTRICT: WEST MENGO
GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

COUNTY OR TOWNSHIP	PLOT No.
KIBUGA	283
BLOCK No. 12	

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA
C/T issued
1.7.94

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

AREA IN ACRES			
0.12			

Proprietor's signature or mark.

Easements, rights etc. appurtenant to the land:

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024
Commissioner Land Registration

ASST. REGISTRAR OF TITLES

PART II - OWNERSHIP

Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
Vested under Article 105 of the Constitution		UGANDA LAND COMMISSION P.O. Box 2061 Kampala				[illegible]	
30.7.99 Vested under Section 3 of Statute No 8 of 1998		KABAKA OF BUGANDA P.O. Box 58 Kampala				[illegible]	

Annexure D-3

37

PART III- INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
		(42)		

DISTRICT: WEST MENGO

GGOMBOLOLA: KIBUGA

UGANDA

THE LAND REGISTER

COUNTY OR TOWNSHIP: KIBUGA

FOLIO: 285

BLOCK No.: 12

AREA IN ACRES: 0.12 Acres

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA

Plot issued

of 1-7-94.

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

Proprietor's signature or mark.

CERTIFIED FOR POLICE/ COURT PURPOSE

★ 05 DEC 2024 ★

Sign:.....

For Commissioner Land Registration

ASST. REGISTRAR OF TITLES

PART II - OWNERSHIP

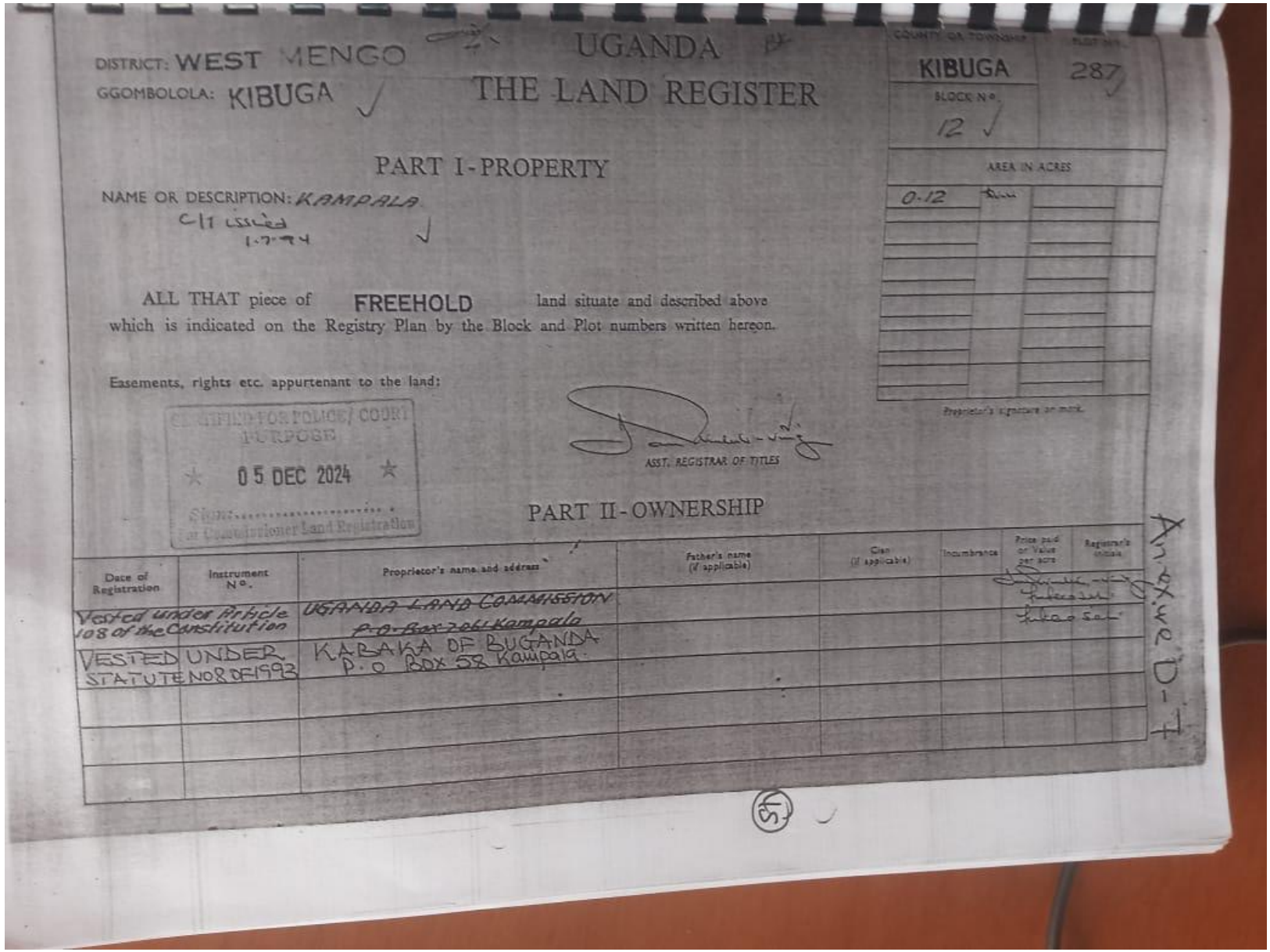
Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
Vested under Article 237 of the Constitution		UGANDA LAND COMMISSION P.O Box 7061 Kampala					
VESTED UNDER STATUTE NO 8 OF 1998		KABAKA OF BUGANDA P.O Box 52 Kampala					

ANNEXURE D-5

174

PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF NOTICE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
		(40)		



DISTRICT: WEST MENGO — UGANDA

GGOMBOLOLA: KIBUGA — THE LAND REGISTER

COUNTY OR TOWNSHIP: KIBUGA — FOLIO No.: 287

BLOCK No.: 12

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA
C/T issued 1.7.94

AREA IN ACRES: 0.12

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024
Sign: ..... for Commissioner Land Registration

Proprietor's signature or mark

ASST. REGISTRAR OF TITLES

PART II - OWNERSHIP

Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
Vested under Article 108 of the Constitution		~~UGANDA LAND COMMISSION P.O. Box 7061 Kampala~~					
VESTED UNDER STATUTE NO 8 OF 1993		KABAKA OF BUGANDA P.O BOX 58 Kampala					

Annexure D-1

(15)

DISTRICT: WEST MENGO

UGANDA

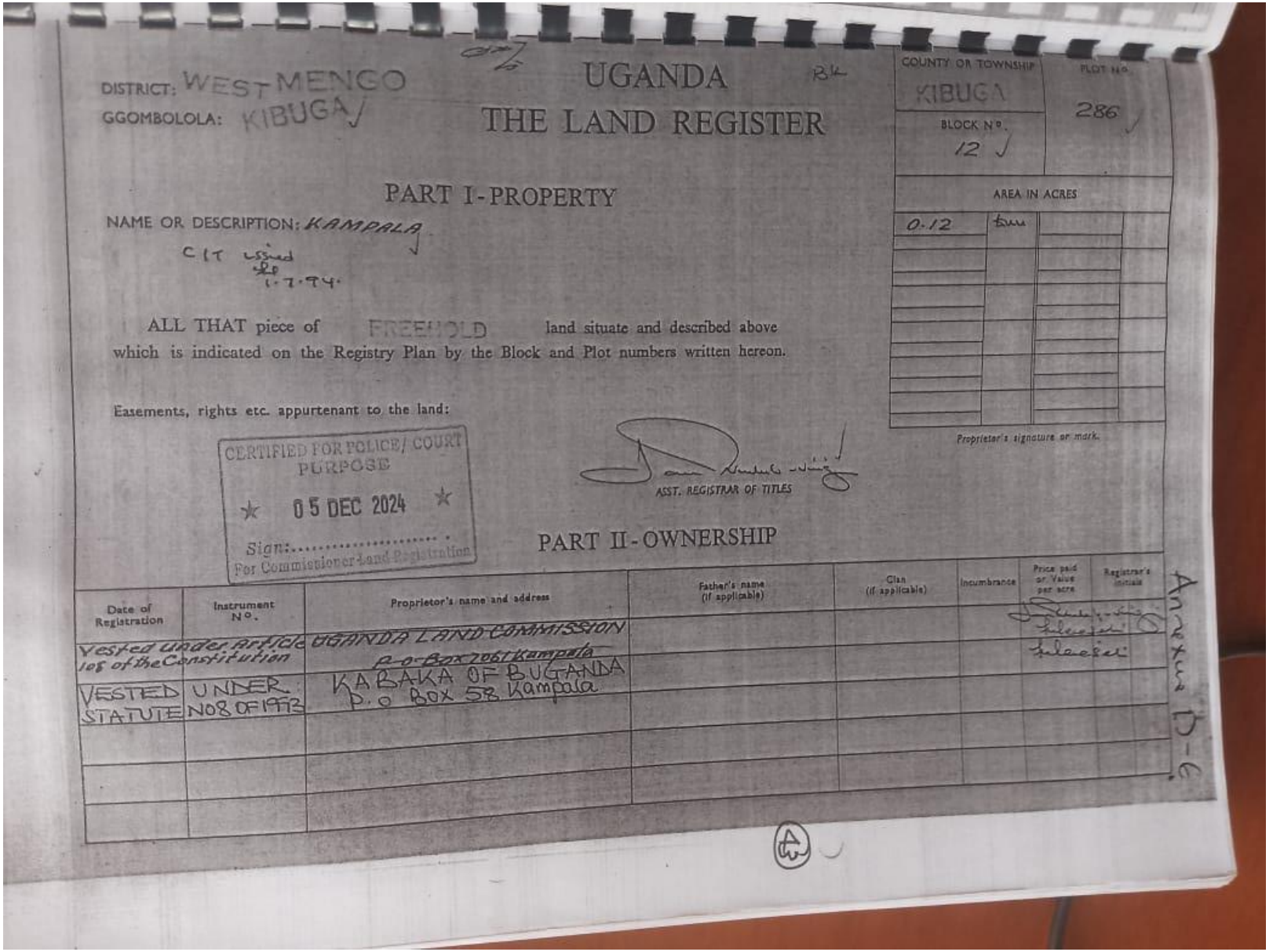
COUNTY OR TOWNSHIP: KIBUGA

PLOT No. 287

BLOCK No.

PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR, ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
		(44)		



DISTRICT: WEST MENGO
GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

COUNTY OR TOWNSHIP: KIBUGA
PLOT No. 286
BLOCK No. 12
AREA IN ACRES: 0.12 Ha

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA
CIT issued 1.7.94.

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

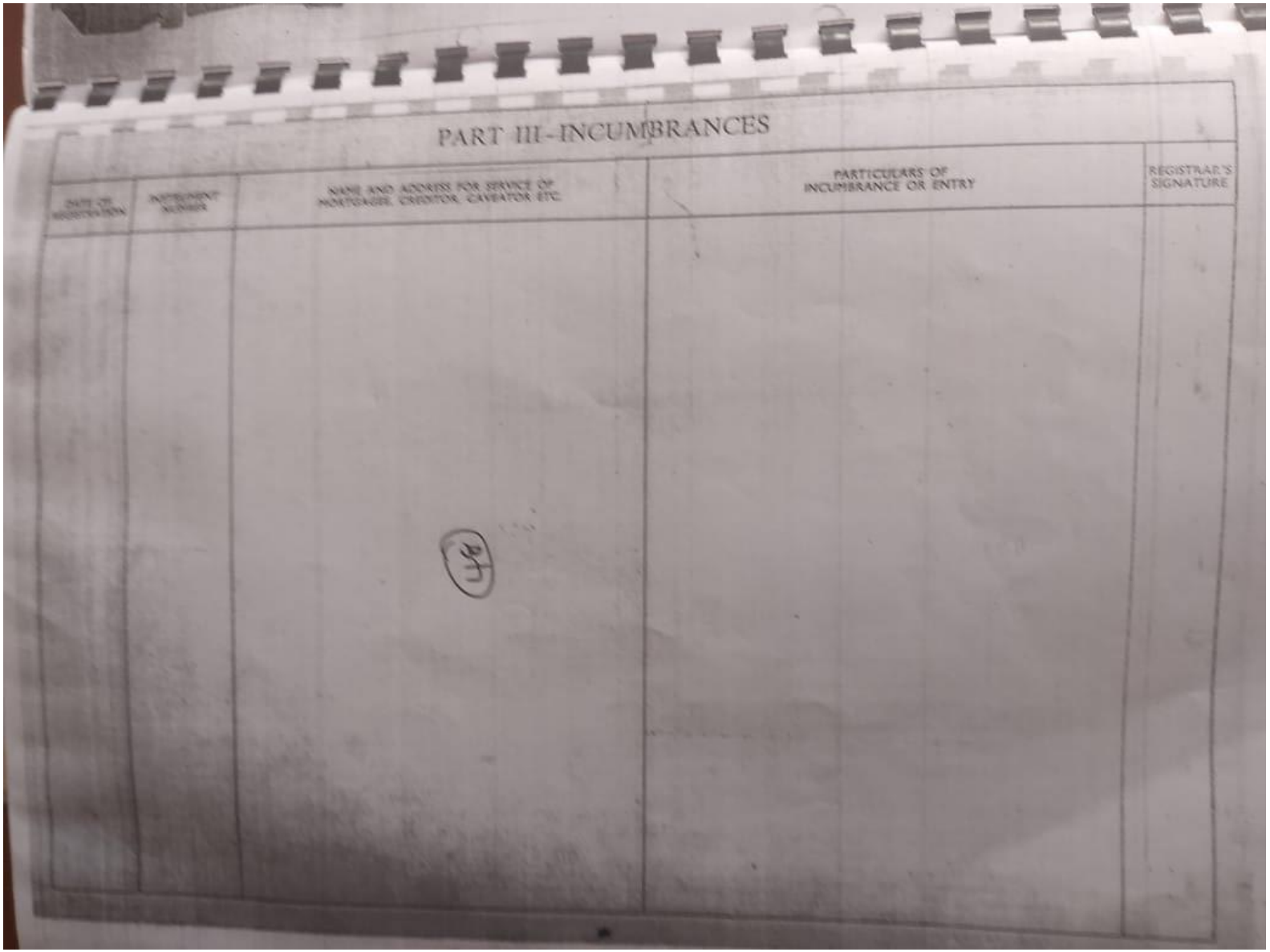
ASST. REGISTRAR OF TITLES

Proprietor's signature or mark.

PART II - OWNERSHIP

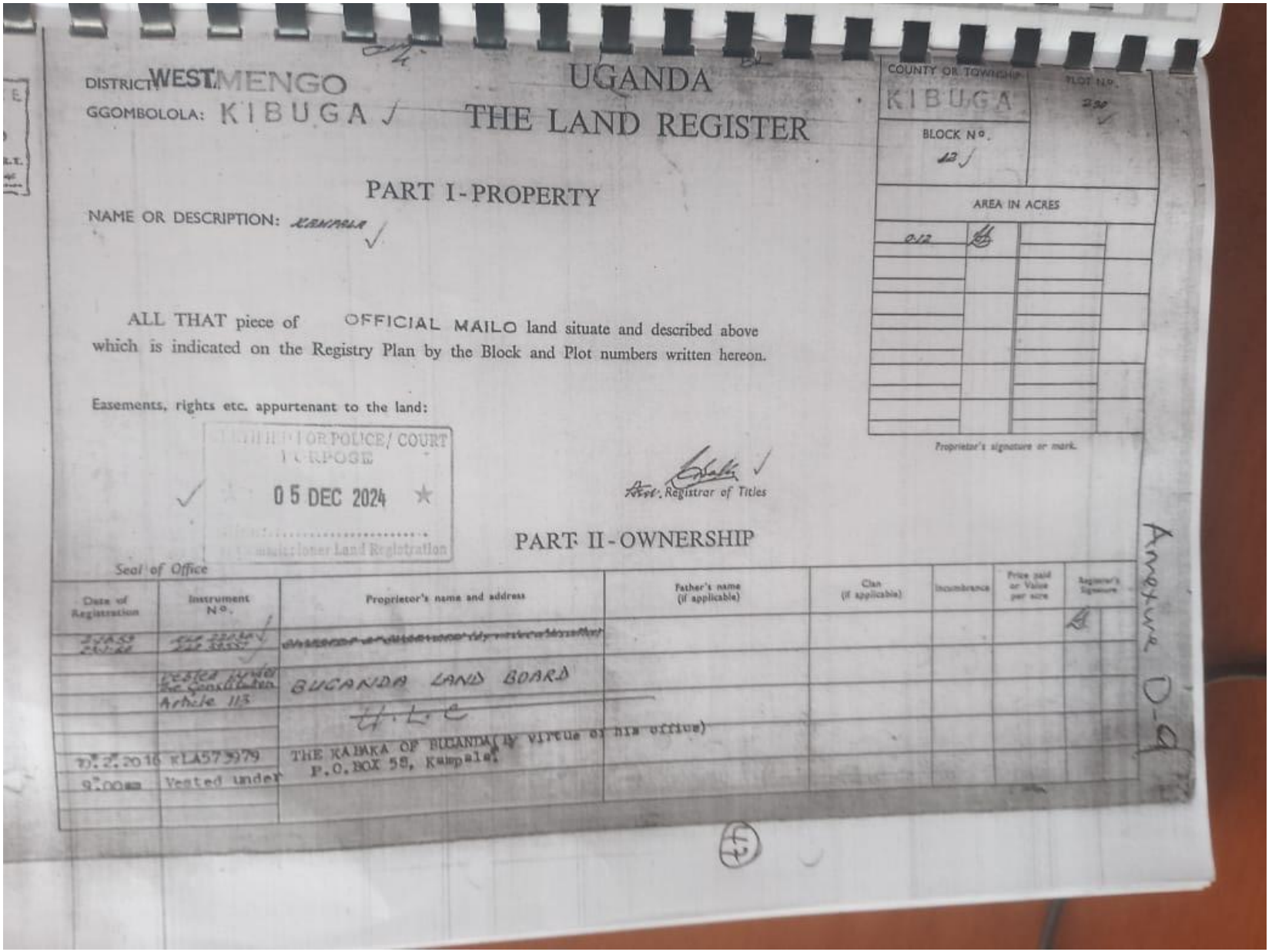
Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
Vested Under Article 108 of the Constitution		UGANDA LAND COMMISSION P.O Box 7061 Kampala					
VESTED STATUTE	UNDER NO8 OF 1998	KABAKA OF BUGANDA P.O Box 58 Kampala					

Annexure D-6



PART III–INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S SIGNATURE



DISTRICT: WEST MENGO

GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

COUNTY OR TOWNSHIP	PLOT No.
KIBUGA	230
BLOCK No. 12	

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA

AREA IN ACRES			
0.12			

Proprietor's signature or mark.

ALL THAT piece of OFFICIAL MAILO land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024
Commissioner Land Registration

Registrar of Titles

Seal of Office

PART II - OWNERSHIP

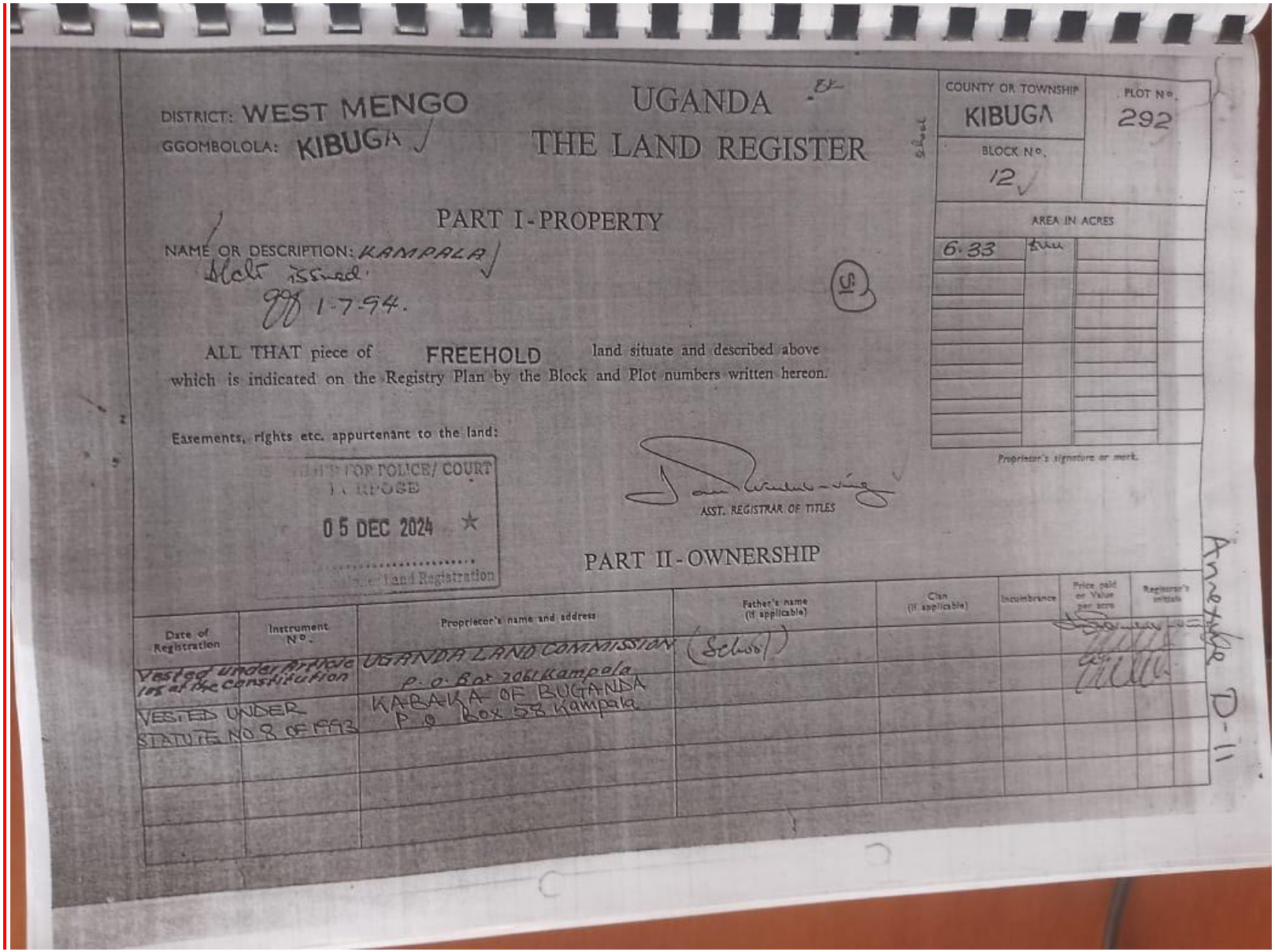
Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's Signature
[illegible]	[illegible]	[illegible]					
	Vested under the Constitution Article 113	BUGANDA LAND BOARD					
		U.L.C					
10.2.2016 9.00am	KLA573979 Vested under	THE KABAKA OF BUGANDA (By virtue of his office) P.O.BOX 58, Kampala.					

Annexure D-9

(47)

PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
		(46)		



DISTRICT: WEST MENGO
GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

COUNTY OR TOWNSHIP: KIBUGA
PLOT No. 292
BLOCK No. 12

AREA IN ACRES: 6.33 Ha

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA
Plot issued
on 1-7-94.

ALL THAT piece of FREEHOLD land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land:

HEAD OF POLICE/ COURT
PURPOSE
05 DEC 2024
Land Registration

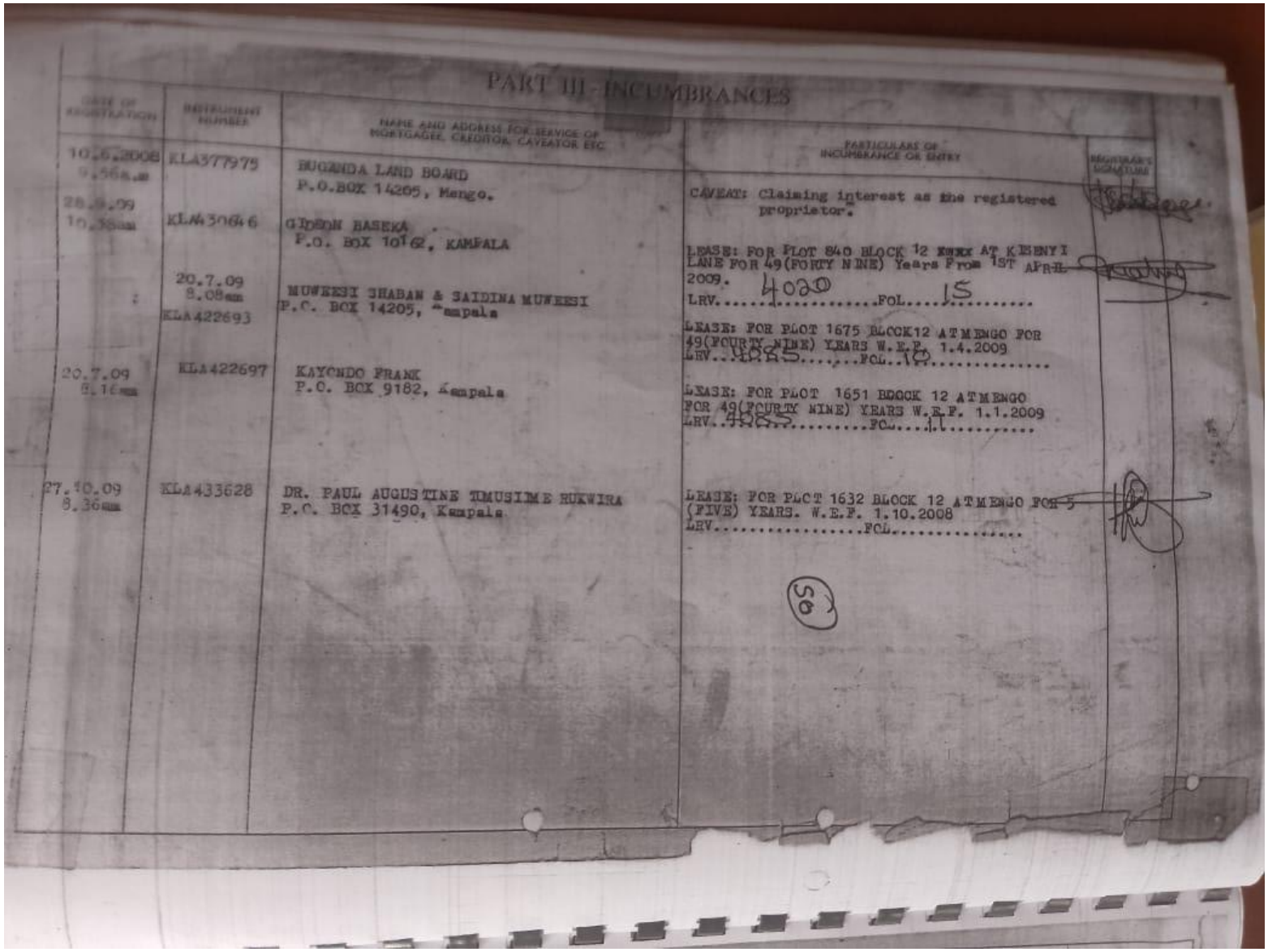
ASST. REGISTRAR OF TITLES

Proprietor's signature or mark.

PART II - OWNERSHIP

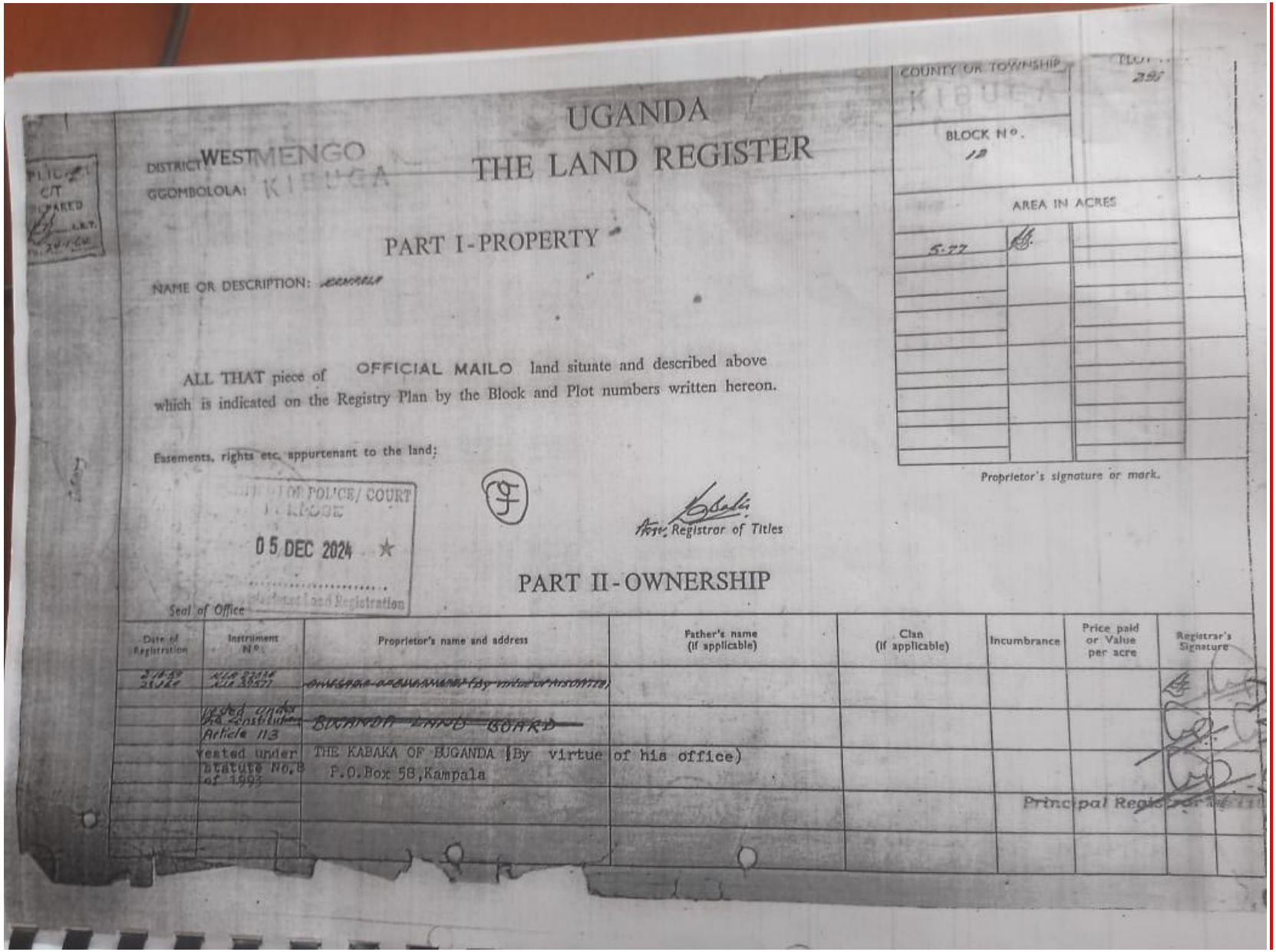
Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
Vested under Article 189 of the constitution		UGANDA LAND COMMISSION P.O. Box 7061 Kampala	(School)				
VESTED UNDER STATUTE NO 8 OF 1993		KABAKA OF BUGANDA P.O Box 58 Kampala					

Annexure D-11



PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S SIGNATURE
10.6.2008 9.56a.m	KLA377979	BUGANDA LAND BOARD P.O.BOX 14265, Mengo.	CAVEAT: Claiming interest as the registered proprietor.	
28.9.09 10.38am	KLA430646	GIDEON BASEKA P.O. BOX 10162, KAMPALA	LEASE: FOR PLOT 840 BLOCK 12 ~~XXXX~~ AT KISENYI LANE FOR 49(FORTY NINE) Years From 1ST APRIL 2009. LRV. 4020 FOL. 15	
	20.7.09 8.08am KLA422693	MUWEESI SHABAN & SAIDINA MUWEESI P.O. BOX 14205, Kampala	LEASE: FOR PLOT 1675 BLOCK12 AT MENGO FOR 49(FOURTY NINE) YEARS W.E.F. 1.4.2009 LRV. 4085 FOL. 10	
20.7.09 8.16am	KLA422697	KAYONDO FRANK P.O. BOX 9182, Kampala	LEASE: FOR PLOT 1651 BLOCK 12 AT MENGO FOR 49(FOURTY NINE) YEARS W.E.F. 1.1.2009 LRV. 4085 FOL. 11	
27.10.09 8.36am	KLA433628	DR. PAUL AUGUSTINE TUMUSIME RUKWIRA P.O. BOX 31490, Kampala	LEASE: FOR PLOT 1632 BLOCK 12 AT MENGO FOR 5 (FIVE) YEARS. W.E.F. 1.10.2008 LRV. FOL.	



UGANDA
THE LAND REGISTER

DISTRICT: WEST MENGO
GGOMBOLOLA: KIBUGA

COUNTY OR TOWNSHIP: KIBUGA
PLOT: 251
BLOCK No. 12

AREA IN ACRES: 5.77

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA

ALL THAT piece of OFFICIAL MAILO land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

Easements, rights etc. appurtenant to the land;

Proprietor's signature or mark.

Asst. Registrar of Titles

Seal of Office

OFFICE OF POLICE/ COURT
PURPOSE
05 DEC 2024
Department Land Registration

PART II - OWNERSHIP

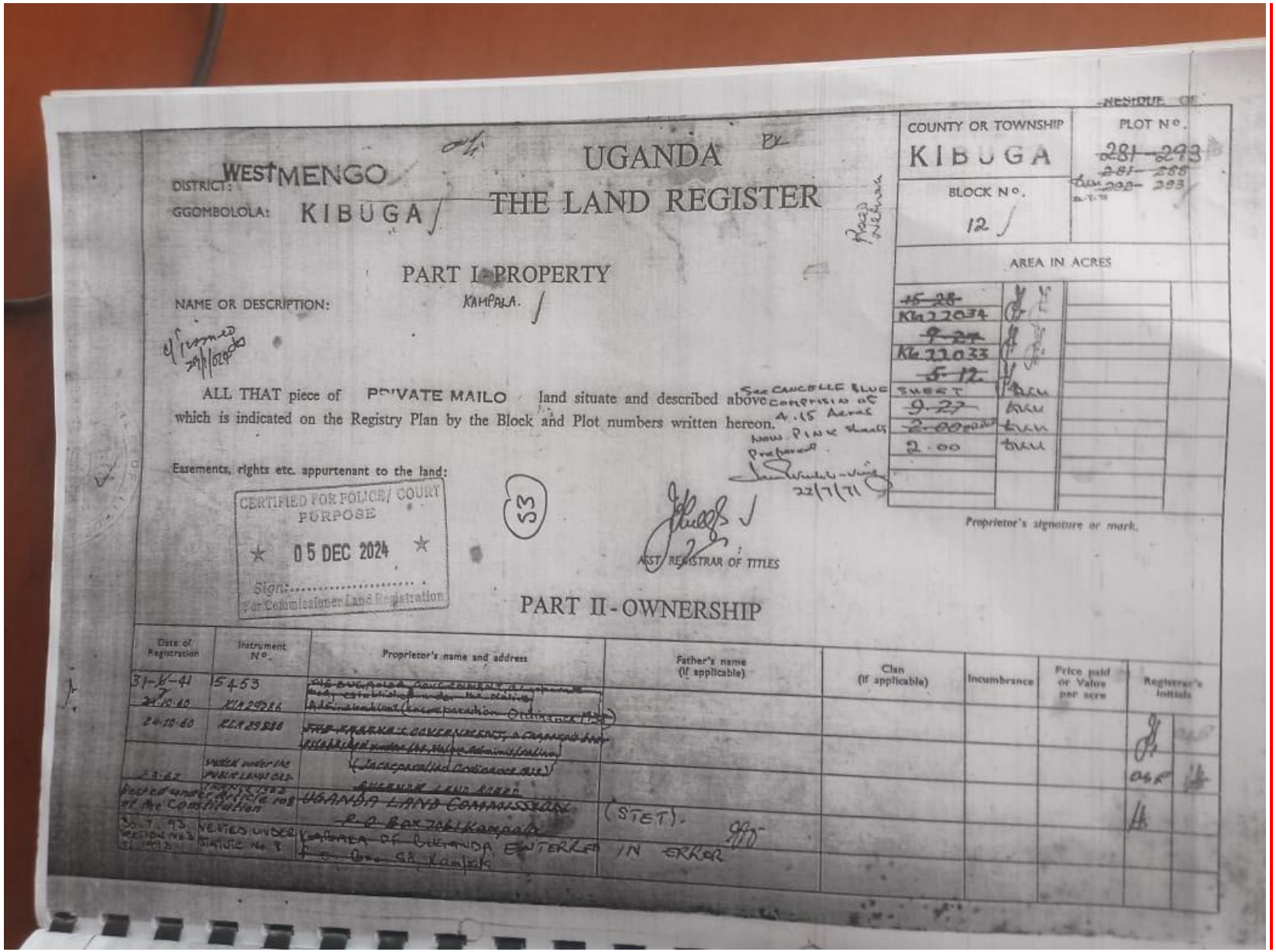
Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's Signature
2.10.59	KLA 22536	~~OWNERSHIP OF GOVERNMENT (By virtue of his office)~~					
23.1.64	KLA 39577						
	Vested under the Constitution Article 113	~~BUGANDA LAND BOARD~~					
	Vested under Statute No.8 of 1993	THE KABAKA OF BUGANDA (By virtue of his office) P.O.Box 58, Kampala					

Principal Registrar of Titles

PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
5.97 2.00	144190308			

54



DISTRICT: WEST MENGO

GGOMBOLOLA: KIBUGA

UGANDA
THE LAND REGISTER

PART I - PROPERTY

NAME OR DESCRIPTION: KAMPALA.

ALL THAT piece of PRIVATE MAILO land situate and described above which is indicated on the Registry Plan by the Block and Plot numbers written hereon.

See CANCELLE BLUE COMPRISIN OF 4.15 Acres NOW PINK sheets Prepared

22/7/71

Easements, rights etc. appurtenant to the land:

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

53

ASST. REGISTRAR OF TITLES

COUNTY OR TOWNSHIP	PLOT No.
KIBUGA	~~281-293~~ ~~281-288~~ ~~292-293~~
BLOCK No. 12	

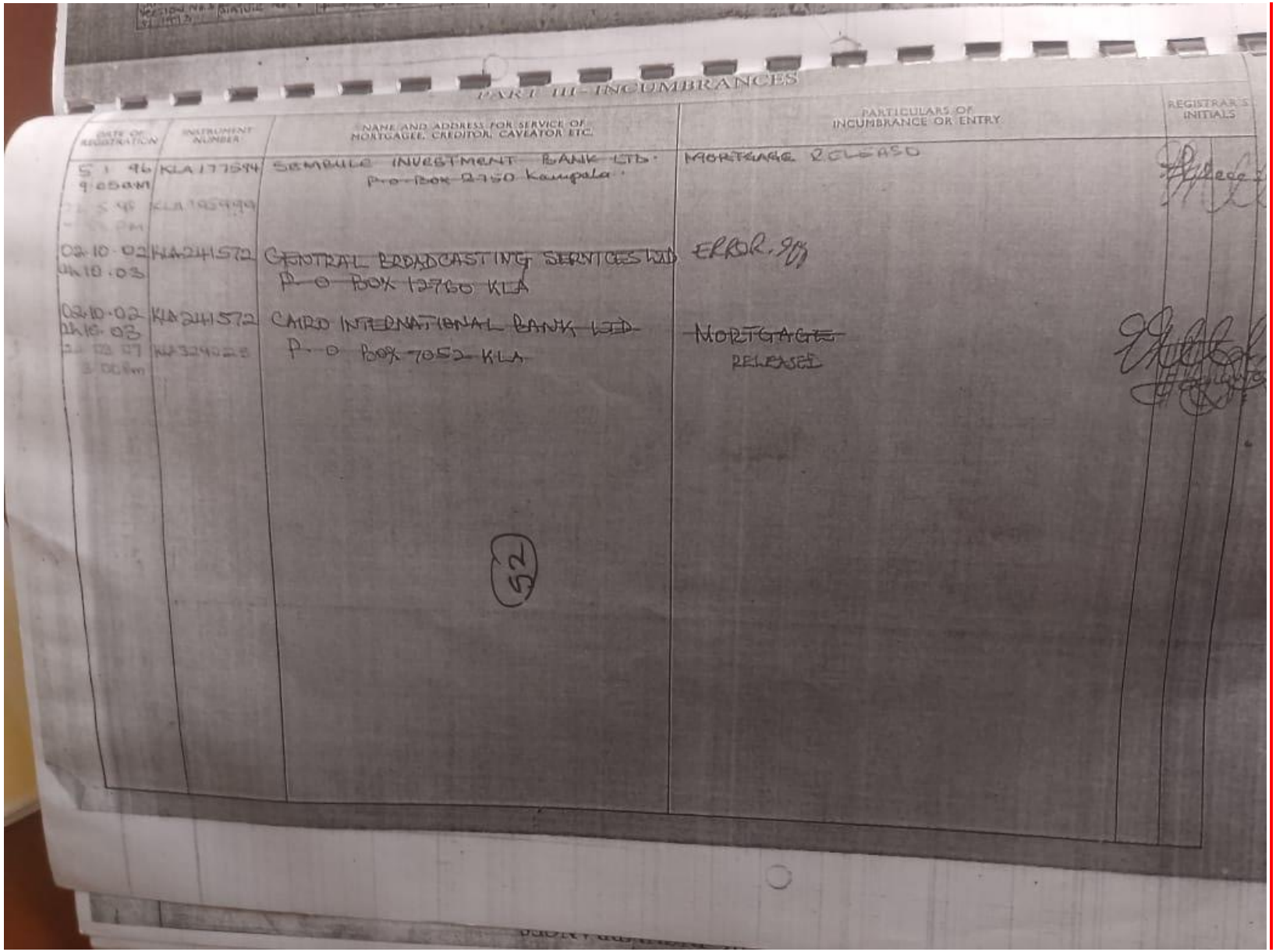
AREA IN ACRES

~~15-28~~			
KLA 22034			
~~9-27~~			
KLA 22033			
~~5-12~~			
SHEET			
~~9-27~~			
~~2-00~~			
2.00			

Proprietor's signature or mark.

PART II - OWNERSHIP

Date of Registration	Instrument No.	Proprietor's name and address	Father's name (if applicable)	Clan (if applicable)	Incumbrance	Price paid or Value per acre	Registrar's initials
31-~~6~~-41 7	5453	~~THE BUGANDA GOVERNMENT, a corporate body established under the Native Administration (Incorporation Ordinance 1955)~~					
24.10.60	KLA 29286						
24.10.60	KLA 29286	~~THE KABAKA'S GOVERNMENT, a corporate body established under the Native Administration (Incorporation Ordinance 1955)~~					
23.62	VESTED UNDER THE PUBLIC LANDS ORD.	~~BUGANDA LAND BOARD~~					
Vested under Article 108 of the Constitution		~~UGANDA LAND COMMISSION P.O. Box 7061 Kampala~~	(STET).				
30.7.93 SECTION No 3 of 1993	VESTED UNDER STATUTE No 8	~~KABAKA OF BUGANDA~~ ENTERRED IN ERROR ~~P.O. Box 58 Kampala~~					



PART III - INCUMBRANCES

DATE OF REGISTRATION	INSTRUMENT NUMBER	NAME AND ADDRESS FOR SERVICE OF MORTGAGEE, CREDITOR, CAVEATOR ETC.	PARTICULARS OF INCUMBRANCE OR ENTRY	REGISTRAR'S INITIALS
5 1 96 9:05am	KLA 177594	SEMBULE INVESTMENT BANK LTD. P-O-BOX 2750 Kampala.	MORTGAGE RELEASED	[signature]
[illegible] 5 96 [illegible] PM	KLA 195999			
02.10.02 04.10.03	KLA 241572	CENTRAL BROADCASTING SERVICES LTD P-O BOX 12750 KLA	ERROR. [illegible]	
02.10.02 04.10.03	KLA 241572	CAIRO INTERNATIONAL BANK LTD P-O BOX 7052 KLA	MORTGAGE RELEASED	[signature]
[illegible] 03 07 3:00pm	KLA 324028			

52

Inst No. UCCA 000/2543 PROCEED
Lodged for Registration
Time 10:00 AM 5/12 20 14 PM
C.L.R.

CERTIFIED ... Registrar ...

CRV 4127
25

THE REPUBLIC OF UGANDA

THE REGISTRATION OF TITLES ACT (CAP.230)

KIBUGA BLOCK 12 PLOT 1478

LRV 4127 folio 25 situate at Kisenyi

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024
Signs.....
For Commissioner Land Registration

5/12/2014

DEED OF VARIATION

THIS DEED OF Variation is made this 21st day of October 2014 BETWEEN THE SSABASAJJA KABAKA OF BUGANDA a corporation sole Under the constitution of the republic of Uganda, of P.O. Box 14205 , Kampala (hereinafter called *"the Lessor"*) through his lawful attorneys Omuk. I.K Kabanda & Prince David Kintu Wasajja & Owek .Godfrey Kaaya Kavuma by virtue of Special Powers of Attorney Reg.No.8976 of 2013 Dated 12th July 2013 on one part and Boost Investments Limited P.O. Box 30172 Kampala hereinafter called *"the Lessee"*)

WHEREAS by a lease agreement dated 1st March 2010 the lessor, Uganda Land Commission did demise the aforementioned land to the lessee, for 10 years with effect from 1st March 2007

AND WHEREAS, the reversionary interest in the land was subsequently returned to Kabaka Of Buganda.

AND WHEREAS, the parties are desirous of Varying the particular terms and covenants of the lease.

NOW THIS DEED WITNESSETH AS FOLLOWS

a. The lease term is hereby extended from 10 to 49 years with effect from 1st March 2010

REVENUE SECTION
Receipt No: 2150001005798
Shs. 5,000/-
29 NOV 2014
Ministry of Lands, Housing and Urban Development
P.O. Box 7026, Kampala, Uganda

For Permanent Secretary
Ministry of lands, Housing and Urban Development

0000000001315279

IN WITNESS thereof, the parties have hereunto set their respective seals and hands the year and the date first above written.

Signed and sealed by:

Prince David Kintu Wasajja

SSABASAJJA
KABAKA'S
ATTORNEYS
Powers of Attorney
Reg. No.8976

0f 2013

Dated 12th Ju
2013

Omuk.I.K. Kabanda

(57)

Owek. Godfrey Kaaya Kavuma

Boost Investments Limited

(Lessee.)

In the presence of

Kustima Sarah
ADVOCATE
P.O. BOX 7061, KAMPALA
WITNESS

Drawn by
The parties

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024

John Bosco Muwonge trading as Boost Investments Limited entered into a deed variation with the Kabaka of Buganda Corporation sole that has never at all owned the land in question so that he could then be able to get the mortgages that he was desirous of. BUT THIS DOES NOT ADD ANAYTHING TO THE CLIAM HE HAS OVER THE LAND IN QUESTION. The legalese subsequent will help him understand what his rights at law are.

What we are seeing above being done over land that belongs to Daudi Chwa is nothing but a forged deed with the intention of permanently denying the family of Daudi Chwa right to their land but finally it has become impossible. ["A forged deed . . . is void ab initio"]; **Scott D. Erler, D.D.S. Profit Sharing Plan v Creative Fin. & Investments, L.L.C., 349 Mont 207, 214 [2009]** ["forged conveyances are void ab initio and do not transfer title"]; **Brock v Yale Mortg. Corp., 287 Ga 849, 852 [2010]** ["we have also long recognized that a forged deed is a nullity and vests no title in a grantee"]; **Akins v Vermast, 150 Or App 236 n 7 [Or Ct App 1997]** "If fraud is 'in factum,' such as a forged deed or a situation analogous to forgery, the deed is void ab initio and will not support subsequent title in any person"]; **First Nat. Bank in Albuquerque v Enriquez, 96 NM 714, 716 [1981]** ["a forged deed is a void deed and transfers no interest"]; **Williams v Warren, 214 Ark 506, 511 [1949]** ["No one can claim that an estate in land should be divested by forgery"]). **So up to this point we are quite comfortable that Bosco Muwonge and Boost Investments Limited wanted to use the copies of the forged deeds that you have seen with the intention of defrauding the Government of Uganda USD 100,000,000/- as a result of a scheme of fraudulent contrivance they had hatched with the Commissioner Land Registration, The Commissioner Valuations, The Principle Government Valuers, The Staff of KCCA Ministry of Lands and The Permanent Secretary Andrew Nyumba who had agreed to conspire with the team to do fraud that we are now unearthing.**

It is similarly true that no property shall be encumbered, including by a mortgagee, in reliance on a forged deed **(see Marden, 160 NY at 51; see also Cruz v Cruz, 37 AD3d 754, 754 [2d Dept 2007]["**A deed based on forgery or obtained by false pretenses is void ab initio, and a mortgage based on such a deed is likewise invalid"]; **Jiles v Archer, 116 AD3d 664, 666 [2d Dept 2014]** ["If a document purportedly conveying a property interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide encumbrancer for value receives nothing"]; **2-15 Warren's Weed New York Real Property § 15.09** ["If the conveyance is void, the purchaser or encumbrancer will not enjoy any of the rights of a bona fide purchaser"]; **43A NY Jur 2d Deeds § 218** ["a forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from the grantee, even for value and without notice of the forgery, will not be protected"]). Neither can recording a forged deed transform it into a document with legal authority to establish a valid property interest, for it "does not change the legal rights of anyone" **(Marden, 160 NY at 56).** "The fact that a false and fabricated writing of this character is deposited in a public office for record, and is actually recorded, can add nothing to its legal efficacy. The recording statute applies to "genuine instruments and not to forged ones" **(id. at 56, citing Albany County Sav. Bank, 149 NY at 74)** We will now proceed with the further copies of evidence that these people had submitted that now actually provide further evidence for their intention to deceive the Government of Uganda and the whole world.

We have seen a deed of variation above. This deed of variation that was done with the Kabaka of Buganda Corporation sole was supposed to generate the title that we see below that was then produced by the **Uganda Land Commission. Much as the deed of variation has been drawn, we do not see the parent title that forms the basis of the lease in question that relates to MRV 12 Folio 11 F.C 8639 that comes from the land for Daudi Chwa that was titled on 29th June 1911.** What we are seeing that was submitted to **John Bosco Muwonge and Boost Investments Limited by the Kabaka of Buganda Corporation sole** is the title below that has no

correlation with the legitimate title of His Highness Daudi Chwa. The copy that was produced by the Kabaka of Buganda Corporation sole is **MRV 830 folio 14 that has 15.25 acres being part of F.C 15453 REGISTERED IN VOLUME 160 FOLIO 21 of the Mailo Register with the registered owner being THE BUGANDA GOVERNMENT, A CORPORATE BODY ESTABLISHED UNDER THE NATIVE ADMNISTRATIONS (INCORPORATION) ORDINACE 1050 REGISTERED ON THE 31ST DAY OF JULY 1941.**

NOTE

MRV 830 folio 14 that has 15.25 acres being part of F.C 15453 REGISTERED IN VOLUME 160 FOLIO 21 of the Mailo Register with the registered owner being THE BUGANDA GOVERNMENT, A CORPORATE BODY ESTABLISHED UNDER THE NATIVE ADMNISTRATIONS (INCORPORATION) ORDINACE 1050 REGISTERED ON THE 31ST DAY OF JULY 1941 that forms the basis of claim by **John Bosco Muwonge and Boost Investments Limited** that you will see below have no correlation with **MRV 12 Folio 11 F.C 8639 that comes from the land for Daudi Chwa that was titled on 29th June 1911.**

THEREFORE FOLLOWING THE PRINCIPLE OF FIRST IN TIME FIRST IN RIGHT THAT I WILL EXPLAIN SUBSEQUENT **MRV 12 Folio 11 F.C 8639 that comes from the land for Daudi Chwa that was titled on 29th June 1911** TAKES PRECEDENCE OVER **MRV 830 folio 14 that has 15.25 acres being part of F.C 15453 REGISTERED IN VOLUME 160 FOLIO 21 of the Mailo Register with the registered owner being THE BUGANDA GOVERNMENT, A CORPORATE BODY ESTABLISHED UNDER THE NATIVE ADMNISTRATIONS (INCORPORATION) ORDINACE 1050 REGISTERED ON THE 31ST DAY OF JULY 1941.**

So when you consider **THE REGISTRATION OF TITLES ACT CAP 205 EQUIVALENT OF EFFECT 68 OF THE REGISTRATION OF TITLES ACT CAP 230 NOW 240(SUPRA)** IT LIVES NO DOUBT THAT **John Bosco**

Muwonge and Boost Investments Limited LEASE TITLE CLIAMS HAVE NO CORELATION WITH THE ORIGINAL TITLE HENCE MAKING THE VOID AB INNITIO WITH NO CAPACITY TO TRANSFER PROPERTY OWNERSHIP. SO FINALLY WE CAN SAY THAT JOHN BOSCO MUWONGE AND BOOST INVESTMENT LIMITED LEASES THAT STEM FROM THE MRV BELOW ARE A MISREPRESENTATION AND THEY ARE FORGED. The copy of title for which the deed of variation is prepared is below.

Annexure "B" 7

(24)

UGANDA

REGISTRATION OF TITLES ORDINANCE.

CERTIFIED FOR POLICE/ COURT PURPOSES
★ 05 DEC 2024 ★
For Commissioner Land Registration

Certificate of Title.

MAILO REGISTER, VOLUME 850 , FOLIO 14 .

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged with red on the plan hereto annexed situate as follows and containing the following area or thereabouts:—

County Kyadondo

Place Kampala

Area in acres ~~15.00~~ 15.21

BROUGHT ON TO NEW REGISTER
BLOCK 12 PLOT 291-293
13-4-60
Asst. Date

being part of the land comprised in Final Certificate No. 15455 ---- registered in Volume 160 Folio 21 ~~and subsequently in Volume------Folio------~~ of the MAILO Register.

OWNERSHIP.

INSTRUMENT No. 51814

~~THE UGANDA GOVERNMENT, a corporate body established under The Native Administrations (Incorporation) Ordinance 1950,~~

is ~~are~~ now the proprietor of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 31st day of July ------ 1941.

Assistant Registrar of Titles

3484—300—7.40.

(25)

OWNERSHIP—continued.

Reyd. 10-1-58 Inst. KLA 12872	Issue of Special Certificate of Title the duplicate Certificate of Title which was originally issued having been lost.	1st.
Regd. 2/10/57 Inst. KLA 22034	As to 6.01 acres THE OWEKAZA OF BUGANGAZI. by virtue of his office.	
	~~As to 9.27 acres THE BUGANDA GOVERNMENT, a corporate body established under the Native Administrations (Incorporation) Ordinance 1938.~~ Entered in error see below	
Regd. 2/10/57 Inst. KLA 22024	As to 4.15 acres THE KATIKIRO OF BUGANDA by virtue of his office.	
	As to 5.12 acres THE BUGANDA GOVERNMENT, a corporate body established under the Native Administrations (Incorporation) Ordinance, 1938.	

EXHIBITED FOR POLICE/COURT PURPOSE
05 DEC 2024
Commissioner Land Registration

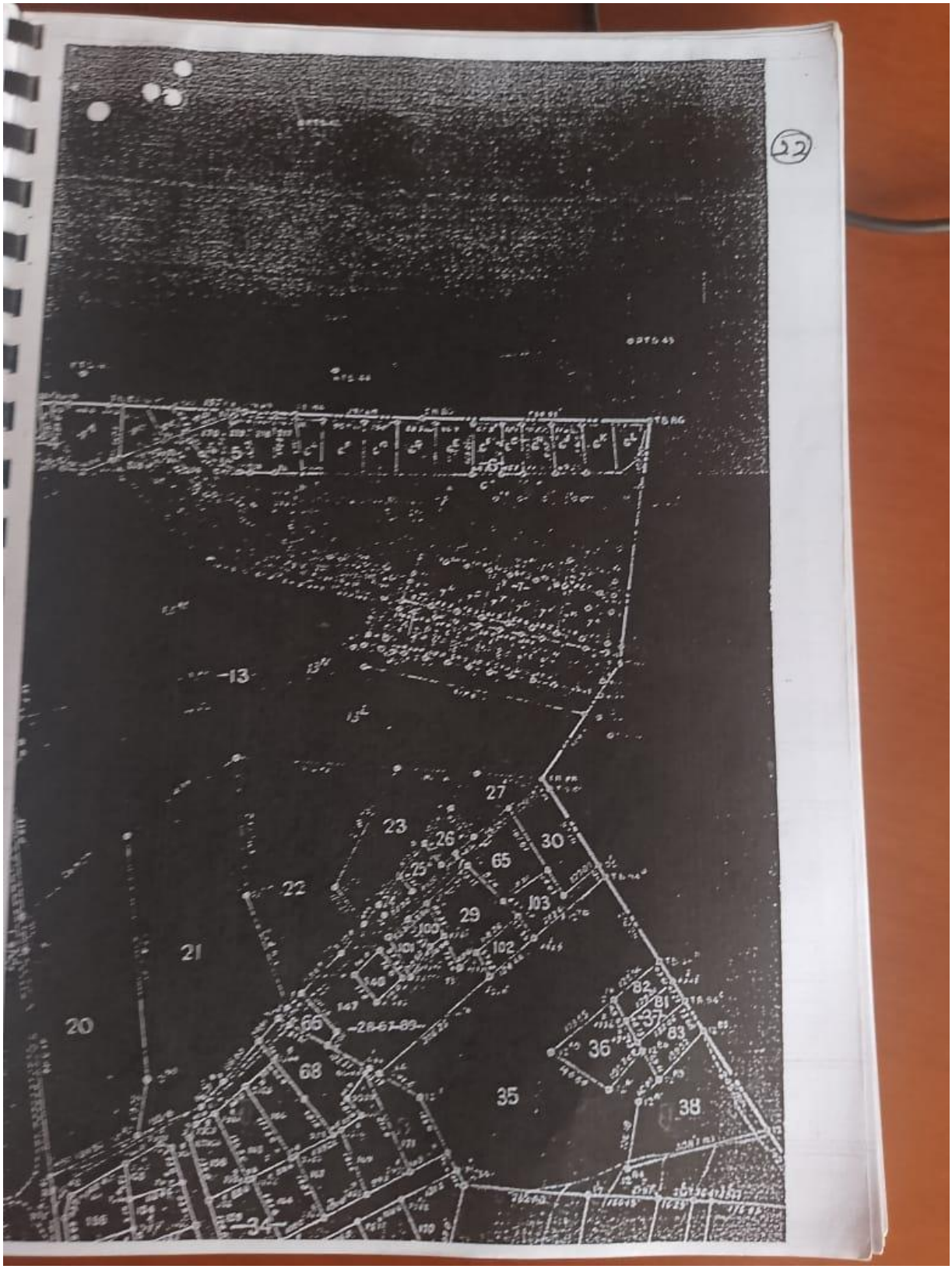
INCUMBRANCES.

(26)

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

PLAN OF THE LAND COMPRISED IN THIS FOLIO.

27


22
13
27
23
26
30
65
25
22
29
103
100
101
102
21
20
66
28-67-89
68
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82
81
83
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34

(29)

UGANDA

REGISTRATION OF TITLES ORDINANCE.

MUHULADI POLICE COURT
PURPOSE
05 DEC 2024
Commissioner Land Registration

Certificate of Title.

MAILO REGISTER,

Volume 830, Folio 14.

This is the title that the Buganda Kingdom technocrats whose names are Prince David Kintu Wasajja whose picture you are seeing below and indeed needs to be held accountable used to make John Bosco Muwonge and Boost Investments Limited the deed of variation you have seen on which the title you see below was done.

David Kintu Wasajja helped John Bosco Muwonge and Boost Investments Limited to do the deed of variation that formed the basis of the forged leases that are drawn from **MRV 830 folio 14 that has 15.25 acres being part of F.C 15453 REGISTERED IN VOLUME 160 FOLIO 21 of the Mailo Register with the registered owner being THE BUGANDA GOVERNMENT, A CORPORATE BODY ESTABLISHED UNDER THE NATIVE ADMNISTRATIONS (INCORPORATION) ORDINACE 1050 REGISTERED ON THE 31ST DAY OF JULY 1941** that indeed has no correlation with the original Kisenyi title for Daudi Chwa title **MRV 12 Folio 11 F.C 8639 with 110 acres or there about. This formed the foundation of John Bosco Muwonge and Boost Investments Limited titles.**

The above fraud in which David Kintu Wasajja is now implicated was done with Omuk.I.K.Kabanda on 12th June 2013. Ibrahim Kironde Kabanda, is a businessman and entrepreneur in Uganda. He is a former chairman of the Uganda Revenue Authority, having served in that position from 2004 until 2010. In 2013, Muwenda Mutebi II, the reigning Kabaka of Buganda, gave power-of-attorney to three individuals, including Kabanda, to prosecute the National Water and Sewerage Corporation for constructing a sewerage treatment plant on his land in Lubigi, without his permission. The other two individuals were Buganda Prince Daudi Kintu Wasajja and Godfrey Kaaya Kavuma.**(Kiyonga, Derrick (29 September 2013). "Kabaka sues National Water for Shs 6.2 billion". The Observer (Uganda). Kampala. Retrieved 13 March 2016) The picture for Ibrahim Kironde Kabanda,is below.**

Ibrahim Kironde Kabanda, was involved in the forgery of the leases for John Bosco Muwonge and Boost Investments Limited that they are now using with the intention of defrauding the Uganda Government USD 100,000,000/- that we are now stopping with evidence.

After David Wasajja and Ibrahim Kironde Kabanda had executed the deed of variation using the **MRV 830 folio 14 that has 15.25 acres being part of F.C 15453 REGISTERED IN VOLUME 160 FOLIO 21 of the Mailo Register with the registered owner being THE BUGANDA GOVERNMENT, A CORPORATE BODY ESTABLISHED UNDER THE NATIVE ADMNISTRATIONS (INCORPORATION) ORDINACE 1050 REGISTERED ON THE 31ST DAY OF JULY 1941** instead of **MRV 12 Folio 11 with an FCA of 110 acres originally registered in the names of His High Daudi Chwa** the legitimate landlord for the land in question and if dead his lineal descedants to which he bequeathed the land by will, **the John Bosco Muwonges Long Journey of lease forgery then began. The legitimate title for the land in question is below and has indeed never been transferred to the Buganda Kingdom, Owesaze of Bugangayizi, The Kabaka of Buganda Corporation sole and the Buganda Land Board corporate façade** that form the basis of John Bosco Muwonge and Boost Investment Limited that we can now with confidence say are forged based on what you have learned above.

B1 .12

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER, VOLUME 12 , FOLIO 11 .

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged red on the plan hereto annexed containing the following area or thereabouts and situate as follows :—

Area.	County.	District.	Province.
Inst. 61516 ✓ DPS ~~110.05~~ acres ~~83.86~~ ~~83.62~~ "	KYADONDO	MENGO	BUGANDA

and known as MENGO ESTATE ----------

comprised in Final Certificate No. 8 6 3 9 ----------

OWNERSHIP.

INSTRUMENT No.

~~HIS HIGHNESS SIR DAUDI CHWA, K.C.M.G. of Mengo, Kyadondo, Mengo, Buganda Province~~ ---------- DPS

is ~~are~~ now the proprietors of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 29th day of JUNE 1911 .

CANCELLED ✓
~~BY~~ See within
~~INST.~~ REGISTRAR OF TITLES.

Dr. Sidyum Williams.

Registrar of Titles.

6602—600—10-8-1930

OWNERSHIP—*continued.*

Regd. 4th December 1930 Inst.13910.

Part of the said land marked "A" on the said plan containing 26.20 acres or thereabouts has been transferred to Freehold Register Volume 32 Folio 13.------ Do.

(to H. E. the Governor)

MM MM

Regd.1st May 1944, Inst.61198

Proprietors -

46 Inst.61645 ~~as to 5.03 acres, FREDERICK ROBERT SEKAMANYA KAYONDO;~~

Inst.61199

50 Inst.61646 ~~as to 4.05 acres, EDWARD WILLIAM DAVID WALUGEMBE MUKABYA KIMBUGWE;~~

Inst.61200

48 Inst.61647 ~~as to 3.08 acres, SEPIRIYA DANIEL LUSWATA (under disability as a minor until 30th May 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61201

47 Inst.61648 ~~as to 3.86 acres, RICHARD LUMAMA (under disability as a minor until 26th September 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61202

53 Inst.61649 ~~as to 4.08 acres, JAMES SEKANYO MUTEBI (under disability as a minor until 4th November 1945, his guardian - Mantene Luta Nsibirwa);~~

Inst.61203

62 Inst.61650 ~~as to 2.05 acres, AGUSITENI TEBANDEKE (under disability as a minor until 23rd April 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61204

59 Inst.61651 ~~as to 3.05 acres, YUSUFU SUNA LULAMBULANKOLA (under disability as a minor until 28th December 1948, his guardian - Mantene Luta Nsibirwa);~~

Inst.61205

52 Inst.61652 ~~as to 5.02 acres, JOHN CHRISTIAN LUKANGA (under disability as a minor until 1st August 1949, his guardian - Mantene Luta Nsibirwa);~~

Inst.61206

61 Inst.61653 ~~as to 1.98 acres, ONESIFOLO JUKO (under disability as a minor until 9th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61207

64 Inst.61654 ~~as to 2.05 acres, EGBAT KAMANYA (under disability as a minor until 25th May 1950, his guardian - Mantene Luta Nsibirwa);~~

Inst.61208

54 Inst.61655 ~~as to 5.05 acres, EVAIRINI ALISI ZALWANGO;~~

Inst.61209

60 Inst.61656 ~~as to 6.77 acres, ALEXANDER SIMBWA (under disability as a minor until 21st March 1954, his guardian - Mantene Luta Nsibirwa);~~

Inst.61210

45 Inst.61657 ~~as to 5.05 acres, ESTERI MADZI (under disability as a minor until 22nd February 1955, her guardian - Mantene Luta Nsibirwa);~~

Inst.61211

51 Inst.61658 ~~as to 4.00 acres, ALBERT VICTOR WASAJA LUMANSI (under disability as a minor until 17th July 1944, his guardian - Mantene Luta Nsibirwa);~~

Inst.61212

63 Inst.61659 ~~as to 2.00 acres, IBULAIMU LINCON NDAULA (under disability as a minor until 1945, his guardian - Mantene Luta Nsibirwa);~~

MM MM

Continued on Ownership Sheet 2.

OWNERSHIP - continued.

~~INCUMBRANCES.~~

~~A sum of Shillings ---------- is due to His Majesty's Government for Survey and other Fees.~~

Inst.61516	~~as to 24.08 acres, HIS HIGHNESS SIR DAUDI CHWA deceased~~ Insts.61868 & 61869
Inst.61645 etc.	see below
Regd.23rd June 1944,Inst.61868	~~as to 20.09 acres, GEORGE WILLIAM MAWANDA.~~ Insts.61977 & 61978
Regd.11th July 1944,Inst.61869	~~as to 3.99 acres, HAROLD KAGOLO KIMERA (under disability as a minor until 7th July 1947, his guardian - Mantene Luta Nsibirwa).~~ Inst.61976
Regd.21st June 1944,Inst.61645	5.02 acres marked "46" on the said plan transferred to Frederick Robert Sekamanya Kayondo (Vol.904 Fo.4);
Inst.61646	4.95 acres marked "50" on the said plan transferred to Edward William David Walugembe Mukabya Kimbugwe (Volume 904 Folio 5);
Inst.61647	3.98 acres marked "48" on the said plan transferred to Sepiriya Daniel Luswata (Volume 904 Folio 6);
Inst.61648	3.86 acres marked "47" on the said plan transferred to Richard Lumama (Volume 904 Folio 7);
Inst.61649	4.03 acres marked "53" on the said plan transferred to James Sekanyo Mutebi (Volume 904 Folio 8);
Inst.61650	2.03 acres marked "62" on the said plan transferred to Agusiteni Tebandeke (Volume 904 Folio 9);
Inst.61651	3.95 acres marked "59" on the said plan transferred to Yusufu Suna Lulambulankola (Volume 904 Folio 10);
Inst.61652	3.92 acres marked "52" on the said plan transferred to John Christian Lukanga (Volume 904 Folio 11);
Inst.61653	1.98 acres marked "61" on the said plan transferred to Onesifolo Juko (Volume 904 Folio 12);
Inst.61654	2.05 acres marked "64" on the said plan transferred to Egbat Kamanya (Volume 904 Folio 13);
Inst.61655	5.05 acres marked "54" on the said plan transferred to Evairini Alisi Zalwango (Volume 904 Folio 14);
Inst.61656	6.77 acres marked "60" on the said plan transferred to Alexander Simbwa (Volume 904 Folio 15);
Inst.61657	5.95 acres marked "45" on the said plan transferred to Esteri Madzi (Volume 904 Folio 16);
Inst.61658	4.00 acres marked "51" on the said plan transferred to Albert Victor Wasaja Lumansi (Vol.904 Fo.17);
Inst.61659	2.00 acres marked "63" on the said plan transferred to Ibulaimu Lincon Ndaula (Volume 904 Folio 18).
Regd.28th July 1944,Inst.61976	3.99 acres marked "58" on the said plan transferred to Harold Kagolo Kimera (Volume 906 Folio 13);
Insts.61977 and 61978	20.09 acres marked "55" & "56" on the said plan transferred to George William Mawanda (Volume 906 Folio 14).

The whole of the land comprised in this Folio having been transferred to other Folios as above, this Folio is now closed.

INCUMBRANCES.

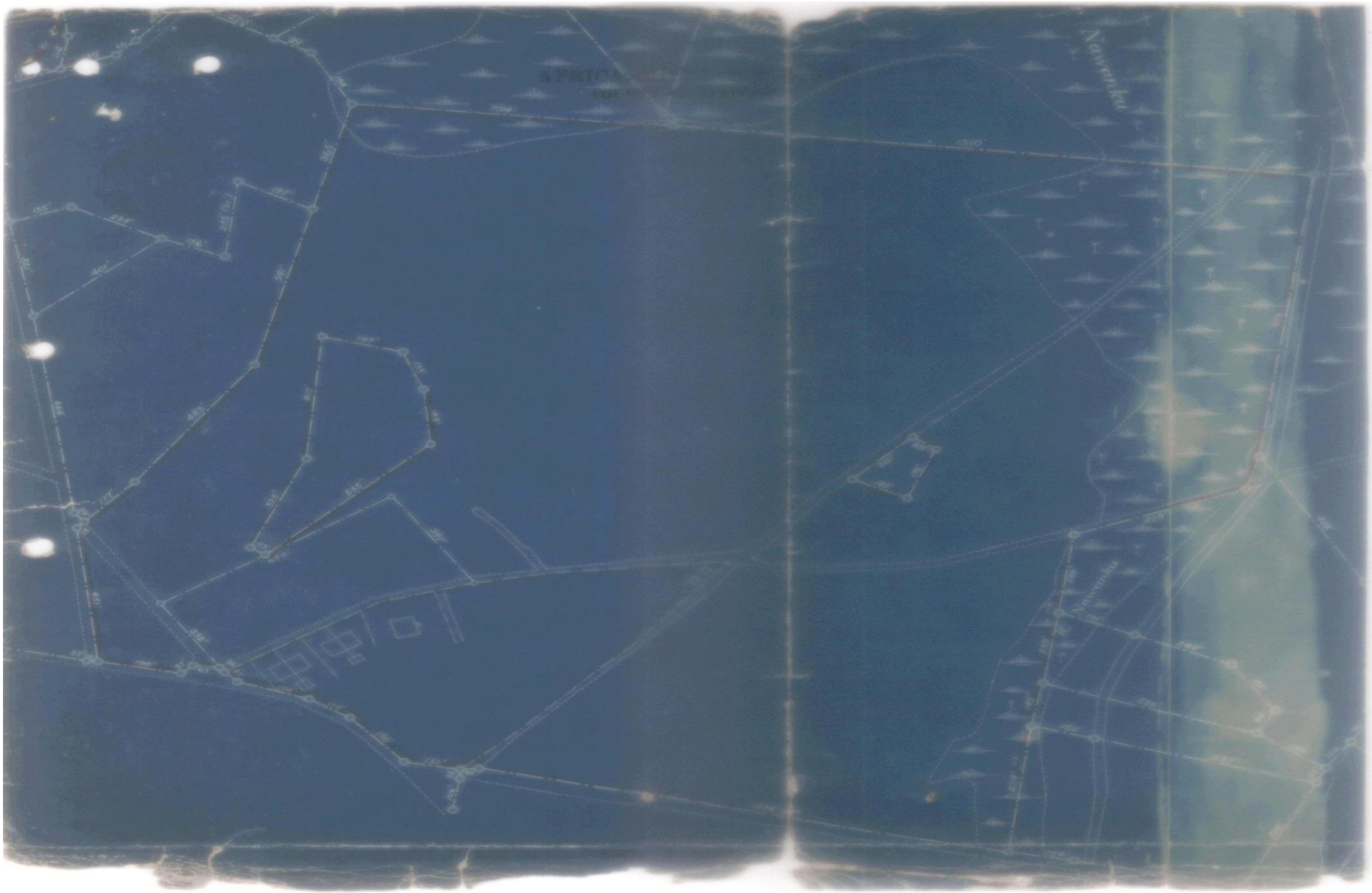
~~Transferred to~~
Regd. 9th
July 1919.
Mailo Doct.457
~~M.R. Vol. 906 Fo.14~~
Transferred to
M.R. Vol. 906 Fo.14

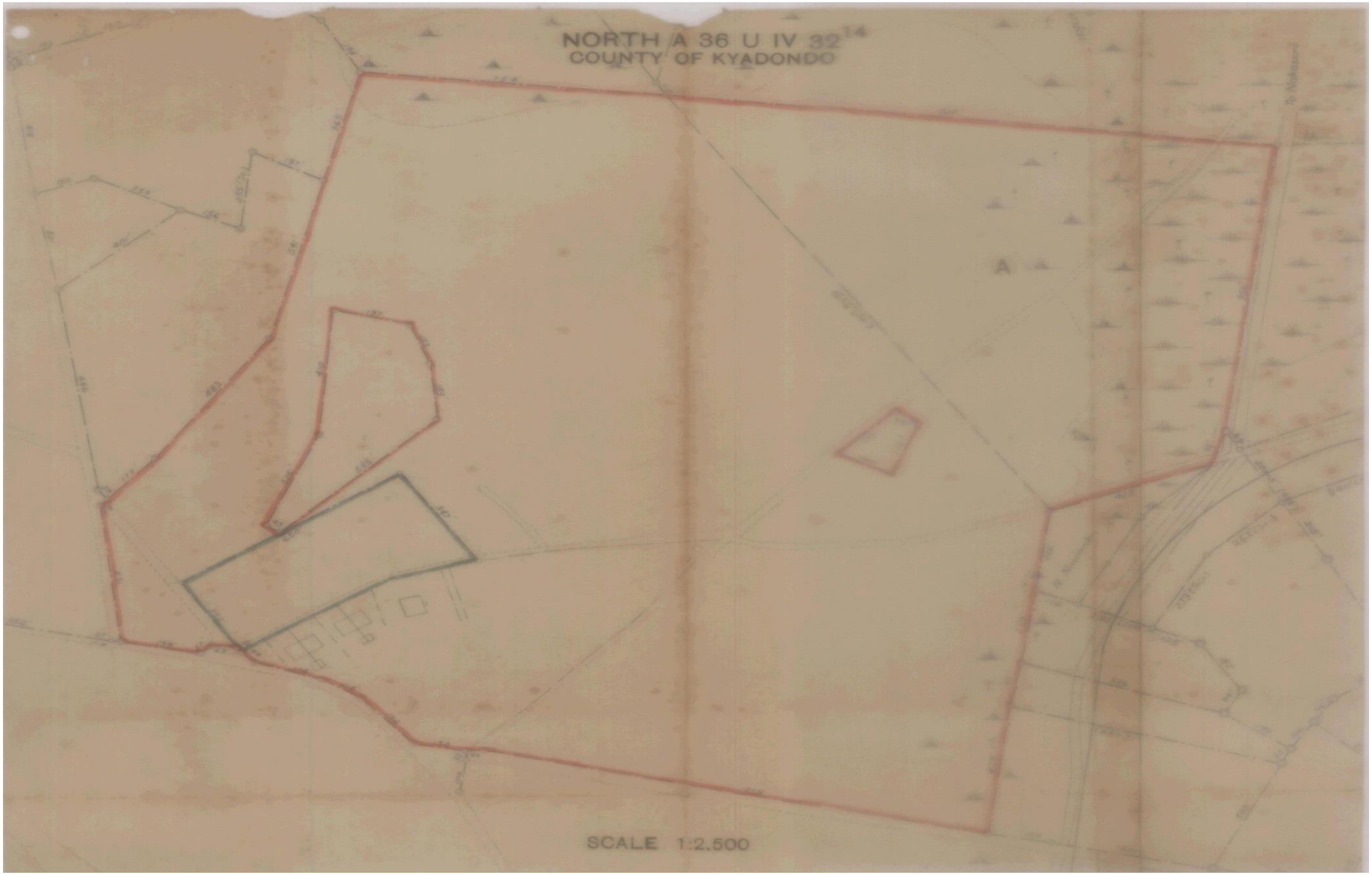
~~Lease of the part of the said land edged with green on the said plan to The Uganda Company Limited of Portland House, 73 Basinghall Street, London, England and P.O.Box 171, Kampala, Uganda for 42 years and 9 months from 1st day of December 1910 at a yearly rent of Shs.433/33.~~

~~Transferred to~~
~~Transferred to~~
Entered 6th
October 1942
Inst.55812
~~M.R. Vol. 906 Fo.14~~
M.R. Vol. 906 Fo.14

~~The Uganda Company Limited, Portsoken House Minories, London, England, claims an interest in 7 acres of the said land by virtue of an agreement for a lease dated 22-10-04. Address for service P.O.Box 1, Kampala, Uganda.~~

PLAN OF THE LAND COMPRISED IN THIS FOLIO.




NORTH A 36 U IV 32[14]
COUNTY OF KYADONDO
SCALE 1:2.500

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER,

Volume 12 Folio 11

So a scheme for conspiracy to defraud was hatched by **David Wasajja, Ibrahim Kabanda Kironde, John Bosco Muwonge and Boost Investment Limited** to defraud the land for Daudi Chwa to which the above title applies. Many Ugandans do not know **who John Bosco Muwonge is by face and for this reason, the man's picture who wanted to defraud Uganda USD 100,000,000/- of UGX 325,183,000,000/- is below** and the evidence implicating them is above.

KCCA Commits to Pay Real Muloodi Bosco Muwonge USh360 Billion in Kisenyi Land Dispute

Finally we will all agree that with the evidence that we have seen above, John Bosco Muwonge will not be paid the money that he wanted to defraud the Government of Uganda using the titles that you have seen above that the story below talks about.

Source; https://realmuloodi.co.ug/kcca-commits-to-pay-real-muloodi-bosco-muwonge-ush360-billion-in-kisenyi-land-dispute/

KCCA Commits to Pay Real Muloodi Bosco Muwonge USh360 Billion in Kisenyi Land Dispute

By**Real Muloodi Reporter**
Dec 26, 2023

KCCA Commits to Pay Real Muloodi Bosco Muwonge USh360 Billion in Kisenyi Land Dispute

KCCA Commits to Pay Real Muloodi Bosco Muwonge USh360 Billion in Kisenyi Land Dispute

UGANDA, Kisenyi | Real Muloodi News | In a significant development, the Kampala Capital City Authority (KCCA) has committed to a substantial payout of USh360 billion to businessman tycoon John Bosco Muwonge for his contested 10-acre land in Kisenyi.

The long-standing dispute, entangled with the fate of traders on the disputed land, seems to be moving towards resolution.

Parliament Speaker Anita Among intervened in the matter, urging KCCA to initiate the payment process, settling at approximately USh36.1 billion per acre, although Muwonge insisted on USh370 billion.

The move comes after the Federation of Kampala Hawkers and Vendors Association sought assistance, and as Muwonge sought to clear the land of traders.

During a parliamentary meeting involving Muwonge, KCCA officials led by Minister for Kampala Minsa Kabanda, and Speaker Among, a consensus was reached.

The contested land in Kisenyi had become the relocation site for street hawkers and vendors, initially evicted to decongest Kampala.

The conflict between traders and Muwonge escalated as the businessman accused the government of failing to compensate him for providing space for the relocated vendors.

Initially demanding USh37.6 billion per acre, Muwonge had faced government resistance due to the perceived high valuation.

Minister Kabanda disclosed that USh66.1 billion per acre, per the chief government valuer, would be the agreed-upon amount.

Furthermore, it was decided that the payment would occur in instalments, a condition that President Museveni has reportedly conditionally cleared through an executive order.

Minister Kabanda outlined the phased acquisition approach endorsed by President Museveni, emphasising the prime nature of the land.

By the end of the meeting, Muwonge accepted the government's offered amount, prompting Speaker Among to direct the drafting of a payment commitment letter.

Muwonge, in response, pledged to halt the eviction of traders, expressing satisfaction with the assurance that the government would commit in writing to purchase the land and ensure a smooth process.

However, not everyone is pleased with the outcome. Kampala Mayor Erias Lukwago criticised the deal, labelling it a "wrong decision" and expressing concern over the considerable financial loss that could have been invested in other critical areas of Kampala.

Lukwago deemed the transaction questionable and rooted in fraud, particularly highlighting the shocking amount involved for each acre.

As the KCCA proceeds with the payment commitment, the government is expected to plan and allocate the funds in the next financial budget for 2024/25.

Parliament's approval will be sought once KCCA initiates the requisition, marking a significant step toward resolving the protracted Kisenyi land dispute.

Finally we will all agree that with the evidence that we now have, **John Bosco Muwonges and Boost Investments Limited holds forged lease titles over the land in Kisenyi that where developed as a proceeed of a scheme of fraudulent contrivance that was done by David Wasajja, Ibrahim Kabanda Kironde ,John Bosco Muwonge and Boost Investments Limited vides the evidence that he himself submitted to the President of Uganda with the intention of defrauding Ugandans 325,183,000,000/- or approximately USD 100,000,000/- in a fraudulent scheme that will now**

be unearthed to the President by the FAMILY OF THE LATE GOERGE WILLIAM MAWANDA SON OF DAUDI CHWA WHO IS THE LANDLORD AND PHIONA BARUNGI WHOSE PICTURE APPEARS BELOW EXPOSING ONE OF THE COUNTRY'S MOST BRAZZEN FRAUD AND WHITE COLLAR CRIME SCHEMES.

FAMILY OF THE LATE GEORGE WILLIAM MAWANDA EXPOSES THE FRAUD THAT WAS DONE BY JOHN BOSCO MUWONGE AND BOOST INVESTMENTS LIMITED WHO HAD HATCHED UP A WHITE COLLAR CRIME FRAUD SCHEME THAT WOULD SEE THE UGANDA GOVERNMENT PAY HIM UGX 352,183,000,000/- APPROAXIMATELY USD 100,000,000 USING THE FORGED LEASES THAT THEY HAD DONE OVER THE LAND IN QUESTION IN A SCHEME IN WHICH DAVID WASAJJA AND IBRAHIM KIRONDE KABANDA OF THE BUGANDA KINGDOM ARE IMPLICATED

The failure for **John Bosco Muwonges and Boost Investments Limited titles** Title information that you will see below to correlate with the above title casts doubt in the copies provided **TO THE KCCA for payment and also brings question on the basis upon which he used to evict over 800 hawkers and vendors with the intention of creating political risk in the city** for this will imply that the **title information John Bosco Muwonges and Boost Investments Limited** give have no correlation with **effect 68 of the RTA,Cap 230 (Supra).** This means that the information given by Bosco and Boost is nothing but illegal. The failure to comply with provisions of the law meant that **John Bosco Muwonges and Boost Investments Limited titles** where done by whoever crafted them illegally with material irregularity, which rendered his actions on the title null and void. It was held **Makula International Ltd. v. His Eminence Cardinal Nsubuga & A' nor [1982] HCB 11** that an illegality once brought to the attention of court cannot be condoned. With this back ground now in our ambit, we can comfortably say that **John Bosco Muwonges and Boost Investments Limited titles are void ab innitio with no place at law.**

The other forged documents over Daudi Chwas land that John Bosco Muwonge uses to put the city at ransom are below. Finally he is busted and the Chicken has finally come home to roost. The evidence that he submitted in support of the above payments now continue below.

Annexure "E"

ULC/151/3467

LEASEHOLD REGISTER

Volume 4127 Folio 25

THE REPUBLIC OF UGANDA

REGISTRATION OF TITLES ACT

CERTIFICATE OF TITLE

DESCRIPTION OF LAND

The Leasehold land edged red on the plan attached hereto and situate and known as follows:—

PLOT
~~Street~~ Number: 1478
~~Road Name~~: KIBUGA BLOCK 12
~~Township/Municipality~~/City: KAMPALA
District: KAMPALA

SS

Inst.KCCA00012543

Area: APPROX 0.325 HECTARES

TERM from 1ST MARCH, 2010 for ~~10~~ 49 years ~~and~~ months at the rent and subject to the covenants and conditions contained or implied in Lease Number bound up herewith and to the incumbrances (if any) entered in the Incumbrance Register. And subject to a deed of variation registered under Inst. KCCA00012543 and bound here with.

Easements

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

PROPRIETORSHIP

Date, time and Inst. No.	Name and Address of Proprietor	Signature of Registrar
REGD.24.8.2010 AT.9.50A.M. INST.434379	~~MUGOYA KYAWA GASTER of P.O. Box 4409, KAMPALA~~	Ag. Commissioner For Land Registration
REGD.16.3.2011 AT.2.40P.M. INST.445245.	~~BAFA DEVELOPERS (U) LTD P.O.BOX 2353, KAMPALA.~~	Registrar of Titles
REGD.28.11.14 AT.1.15 P.M INST.KCCA-00012351	BOOST INVESTMENTS LIMITED OF P.O. BOX 30172, KAMPAIA	

Date of issue: 25TH AUGUST, 2010

Registrar of Titles.

Registry Copy

26

(66)

(c) to complete the said buildings for occupation and use to the satisfaction of the Lessor on or before the 28th day of February the year 2020

(d) not without the prior written consent of the Lessor to use or suffer to be used the said land and buildings or any part thereof otherwise than for Commercial

(e) not without the prior written consent of the Lessor to erect any engine or machinery on the said land or in the said buildings save and except such engine or machinery as shall be necessary to or consistent with the user of the said land or buildings as stipulated herein,

(f) in addition to any covenant implied therein the Lessee, shall not, until he/she has completed the said buildings and obtained a final occupation permit in respect thereof, sell or sublet or part with the possession of or suffer anyone to use or confer on anyone an equitable interest or in any way mortgage the said land or buildings or any part thereof without having first obtained the written consent of the lessor.

(g) to keep insured the said buildings to the full value thereof in a responsible insurance office against loss or damage by fire and upon the request of the Lessor to produce the policy of such insurance and the receipt for the last premium and to cause all sums received in respect of such insurance to be forthwith laid out and expended in rebuilding or repairing or otherwise reinstating the said buildings and to make up any deficiency in such sums out of the Lessee's own money,

(h) not to make or allow to be made any alterations or additions to any of the said buildings nor to cut, injure or demolish or allow to be cut, injured or demolished the roof or any of the walls or floors thereof without the prior written consent of the Lessor,

(i) not at any time during the said term to use, exercise or carry on or permit to be used, exercised or carried on in or upon the said land or buildings or any part thereof any noxious noisome or offensive art, trade, business occupation or calling or to allow any act, matter or thing whatsoever to be done at any time during the said term in or upon the said land or buildings which shall or may be or grow to the annoyance, nuisance grievance, damage or disturbance of the occupiers or owners of the adjoining lands and properties.

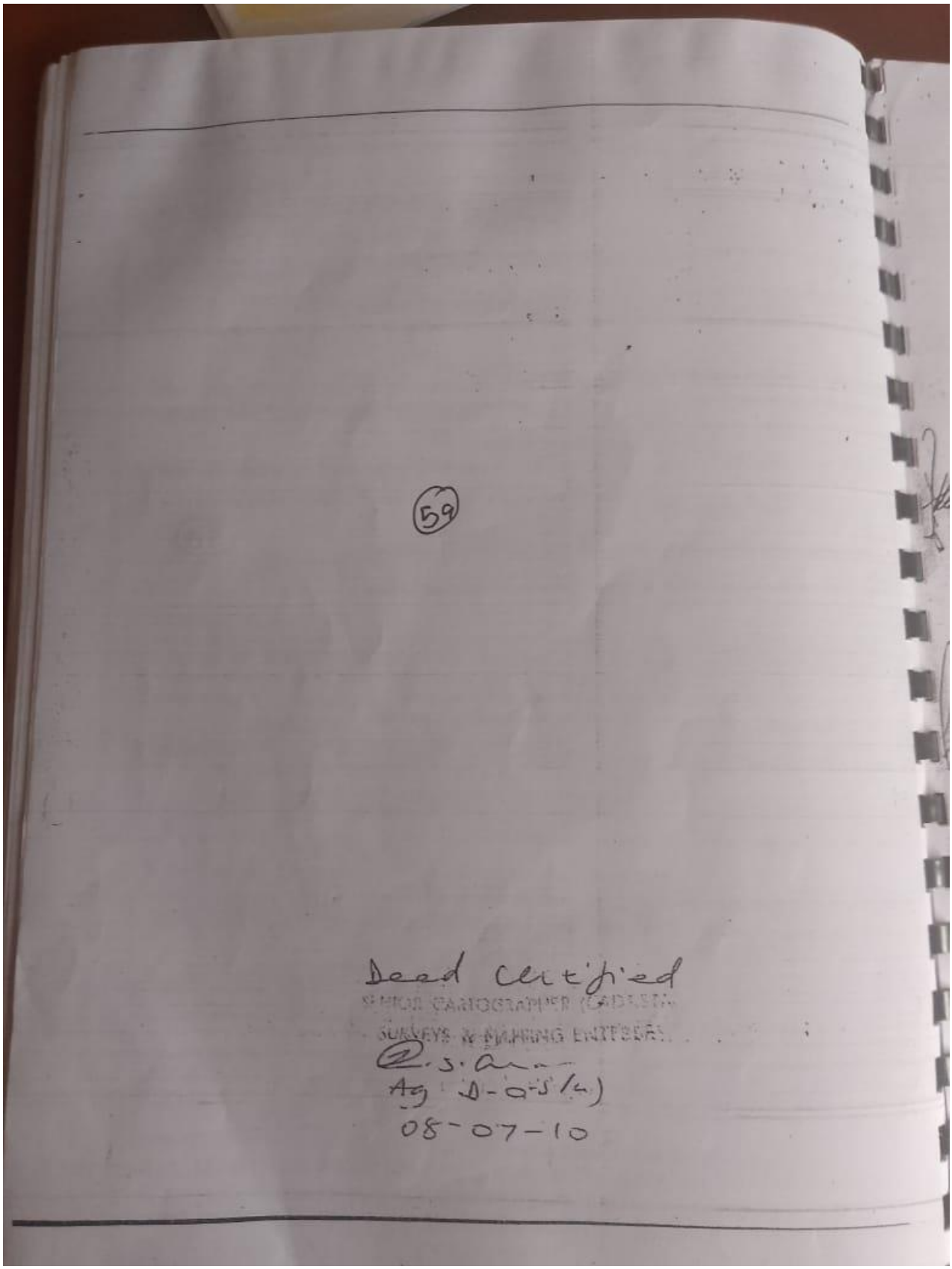
3. IT IS HEREBY EXPRESSLY declared and agreed as follows:—

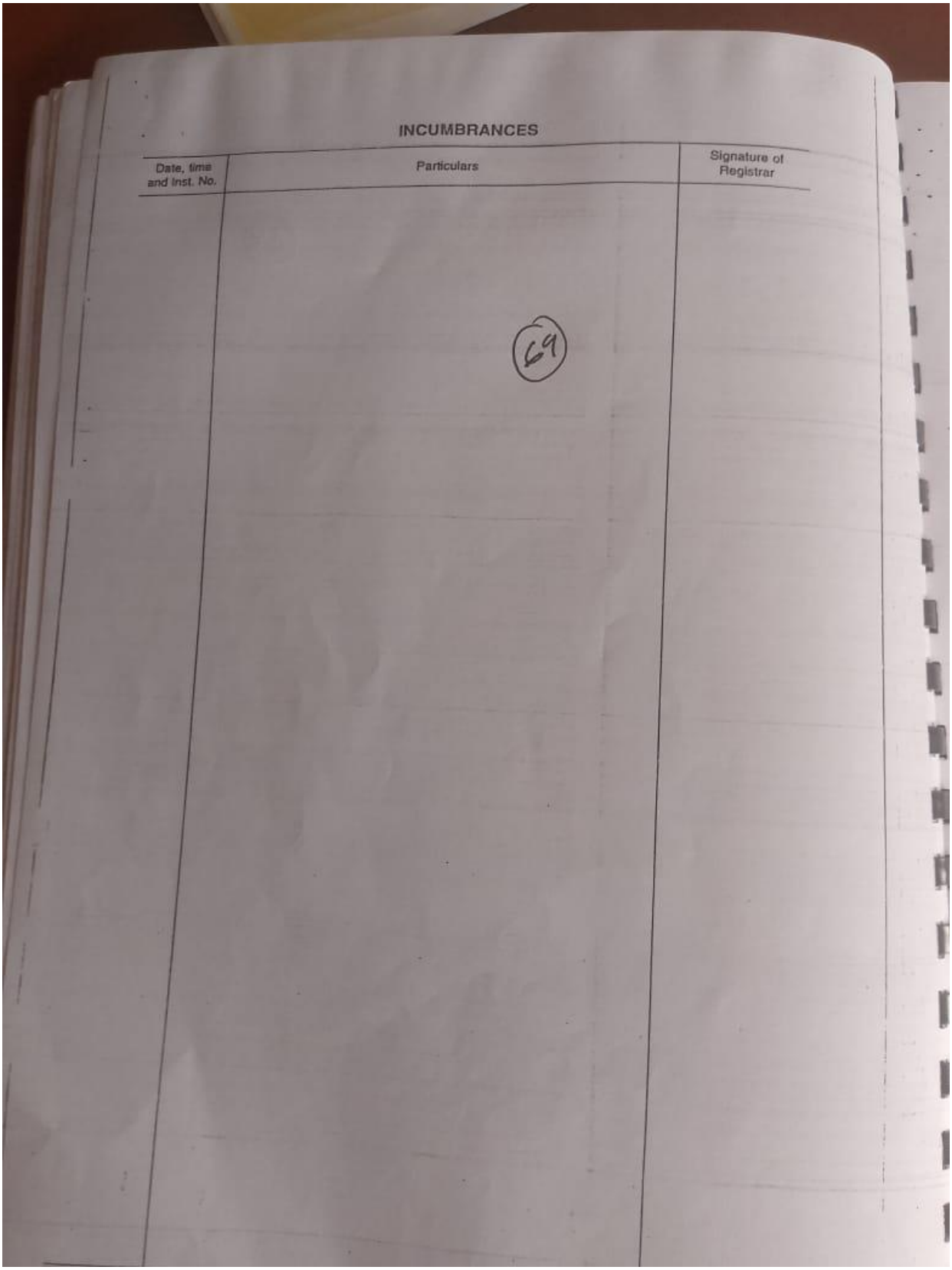
(i) that if this lease be enlarged as hereinafter provided, the rent herein reserved shall be revisable by the Lessor at any time after the expiration of the first 5 years of the said term and at intervals of not less than 5 years thereafter,

(ii) that the cost of re-aligning, covering in or protecting any public or private services which may be on or pass under or over the said land and of any works incidental thereto shall be the liability of the Lessee/s.

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration

29

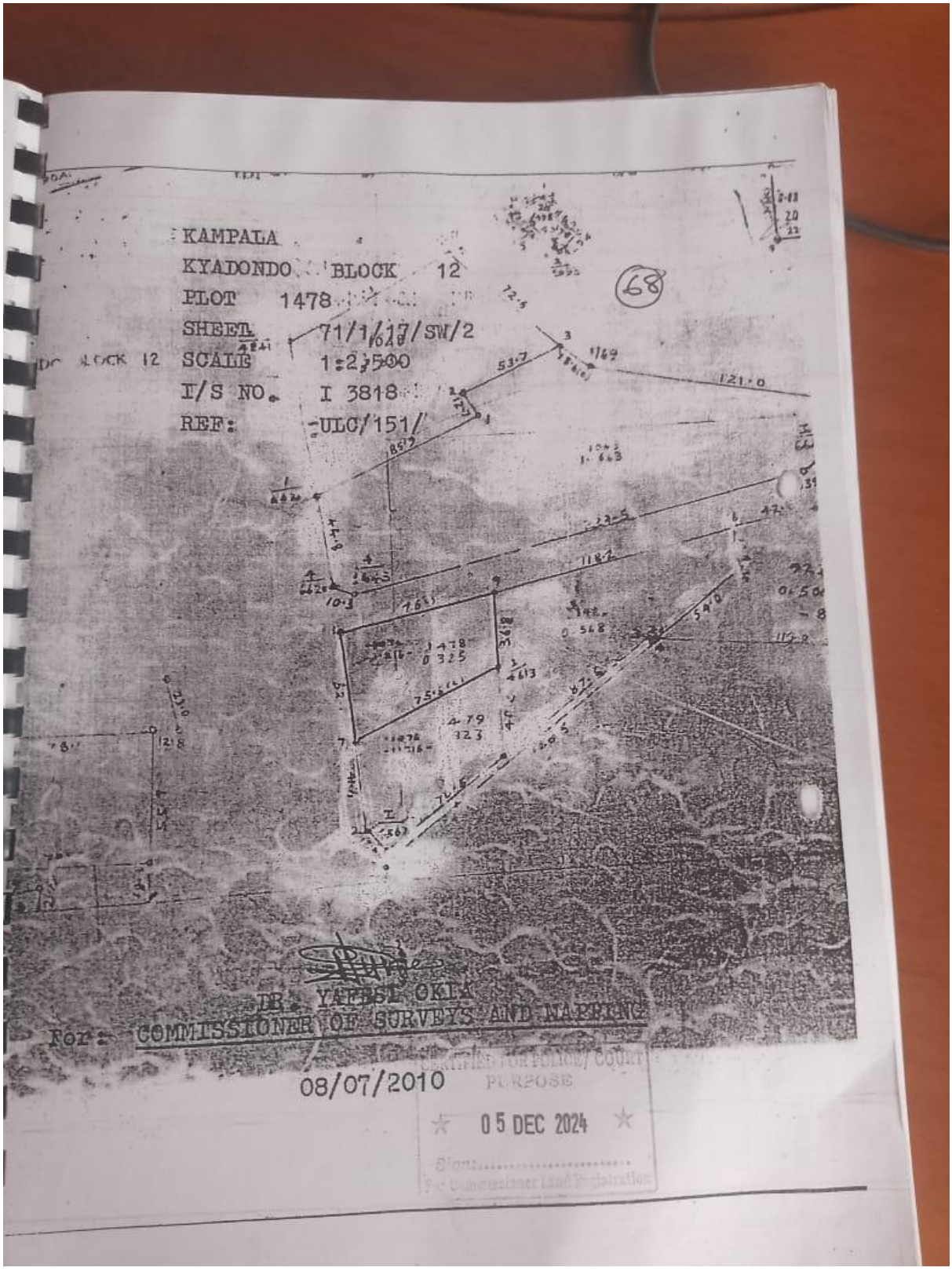

59
Dead certified
SENIOR CARTOGRAPHER (CADASTRAL)
SURVEYS & MAPPING ENTITIES
08-07-10



INCUMBRANCES

Date, time and Inst. No.	Particulars	Signature of Registrar

69


KAMPALA
KYADONDO BLOCK 12
PLOT 1478
SHEET 71/1/17/SW/2
SCALE 1:2,500
I/S NO. I 3818
REF: ULC/151/
68
DR. YAHSL OKIA
FOR: COMMISSIONER OF SURVEYS AND MAPPING
08/07/2010
PURPOSE
05 DEC 2024

They then generate more forged leases over the land with the people at the Uganda Land Commission and the Kampala Capital City Authority and the Kampala District Land Board. Now its about time that John Bosco Muwonge and Boost Investment Limited tell the world who they work with at **THE UGANDA LAND COMMISION, THE KAMPALA CAPITAL CITY AUTHORITY, THE KAMPLA DISTRICT LAND BOARD and the MINISTRY OF LANDS,HOUSING AND URBAN DEVELOPMENT** to make such forgeries and fraud. We will proceed with his submissions that he gave government.

L.O. REF. ULC/ 151/ 3467

MINUTE REF. Min. 13/2010 (a) (258) of 17/6/2010

UGANDA

THE REGISTRATION OF TITLES ACT.

LEASE BY ~~DISTRICT LAND BOARD~~

UGANDA REVENUE AUTHORITY DOMESTIC TAXES DEPT. 20 AUG 2010 STAMP DUTY SECTION RECEIVED

This Lease made the 23rd day of August the year under and subject to the Land Act and rules made/saved thereunder

BETWEEN UGANDA LAND COMMISSION a body incorporated by the Land Act (hereinafter called "the Lessor") of the one part, and MUGOYA KYAWA GASTER OF P.O.BOX 4409, Kampala (hereinafter called "the Lessee/s") of the other part WITNESSETH as follows:—

1. In consideration of the sum of Shillings Six million (Shs. 6m/=) paid to the Lessor by the Lessee/s on or before the execution of these presents (the receipt whereof the Lessor doth hereby acknowledge) and also in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained on the part of the Lessee/s to be observed and performed, the Lessor hereby demises unto the Lessee/s ALL THAT piece of land in the ~~Municipality/Township~~ City of Kampala and known as Kibuga Block 12 Plot 1478 measuring approx. 0.325hec as the same is more particularly delineated on the plan annexed hereto and thereon edged with red (hereinafter called "the said land") TO HOLD the same unto the Lessee/s (as joint tenants/tenants in common in) for a term of 10 years and ~~months~~ from the 1st day of March the year 2010

CERTIFIED COPY FOR REGISTRATION PURPOSE 05 DEC 2024 Sign:..... Commissioner Land Registration

YIELDING AND PAYING therefor during the said term the yearly rent of Shillings Two hundred fifty thousand (Shs. 250,000 /=) payable by two equal half-yearly payments in advance on the first day of January and the first day of July in every year.

UGANDA REVENUE AUTHORITY DOMESTIC TAXES DEPT. 20 AUG 2010 RELEASED KAMPALA

2. THE LESSEE/S HEREBY JOINTLY AND SEVERALLY COVENANT/S with the Lessor as follows namely:

(a) to observe and perform all the conditions and covenants implied by law in this lease or otherwise herein contained or referred to.

(b) to erect on the said land buildings (hereinafter called "the said buildings") of a value of not less than Shillings. maintain the existing in a good and tenantable repair throughout the term hereby granted fair, wear & tear excepted. (Shs. - - -) in accordance with plans and specifications which shall be approved by the Lessor. —

4. When the Lessee/s shall have complied with the building covenant herein and if there shall not at the time be any existing breach or non-observance on the part of the Lessee/s of any of the covenants and conditions in this lease whether expressed or implied the said term shall be enlarged to 44 years and months from the said 1st day of March the year 2010 automatically and this lease shall thenceforth be read and construed as if the said term of 44 years and months had been originally granted hereby.

IN WITNESS WHEREOF the common Seal of the Lessor has hereunto been affixed and the Lessee/s has/have hereunto set his/her/their hand/s caused his/her/their common Seal to be affixed hereto the day and year first above written.

The COMMON SEAL of the Lessor was hereunto affixed in the presence of us:—

UGANDA LAND COMMISSION

J.S.MAYANJA - NKANGI
Chairman

K.S.B MUBBALA
Secretary

CERTIFIED Registration of the instrument registered in

LRV	41	27	151	25

of the Register Book
COMMISSIONER, LAND REGISTRATION
31/8/10

SIGNED by the said MUGOYA KYAWA GASTER

in the presence of:—

AUTHORISED WITNESS:—

Name Owegin Charles

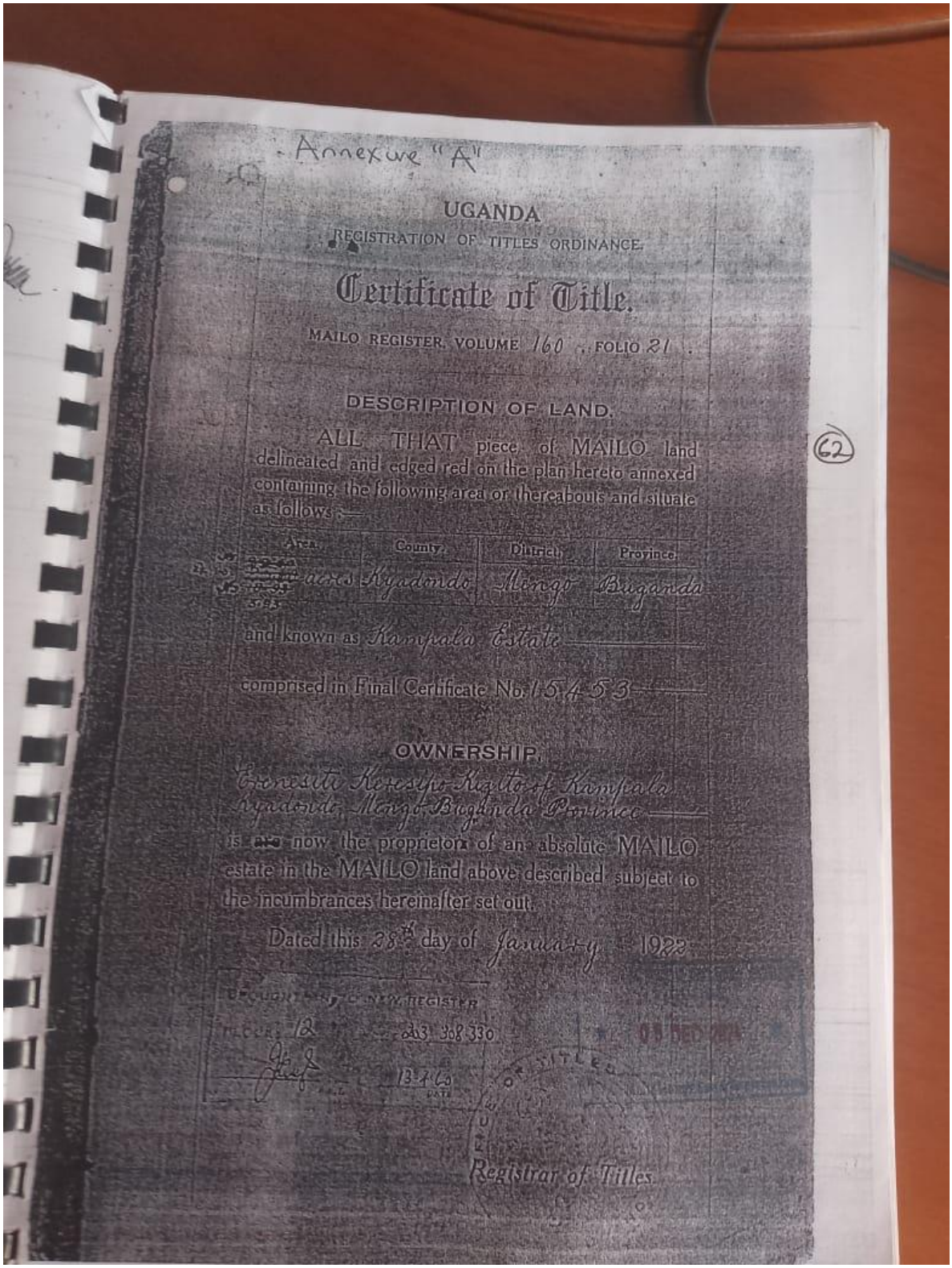
Address P O Box 36408 Kampala

Occupation Civil Servant UC

CERTIFIED FOR POLICE/COURT PURPOSE
05 DEC 2024
Commissioner Land Registration

DRAWN BY:—
The Government Conveyancer,
Office of Titles,
P.O. Box 7061,
Kampala

Inst. No 434379	PROCEED ~~REJECT~~
Lodged for Registration 9.50 24/3/2010	24/8/10



Annexure "A"

UGANDA

REGISTRATION OF TITLES ORDINANCE.

Certificate of Title.

MAILO REGISTER, VOLUME 160, FOLIO 21.

DESCRIPTION OF LAND.

ALL THAT piece of MAILO land delineated and edged red on the plan hereto annexed containing the following area or thereabouts and situate as follows:—

Area.	County.	District.	Province.
[illegible] acres	Kyadondo	Mengo	Buganda

and known as Kampala Estate

comprised in Final Certificate No. 15453

OWNERSHIP.

Erenesiti Keresipo Kigito of Kampala Kyadondo, Mengo, Buganda Province

is ~~are~~ now the proprietor of an absolute MAILO estate in the MAILO land above described subject to the incumbrances hereinafter set out.

Dated this 28th day of January 1922

DEPOSIT [illegible] NEW REGISTER

PLOCK 12 [illegible] 303 308 330

[illegible] 13-7-60

Registrar of Titles.

(63)

OWNERSHIP—*continued.*

Reg. 29th April 1921 Inst. 3128	Part of the said land marked "A" on the said plan containing 3 acres or thereabouts has been transferred to Mailo Register Volume 320 Folio 9 Dr. [illegible] Registrar of Titles	
Regd. 15th September 1937, Inst. 38125.	3.67 acres marked "B" on the said plan transferred to Serwano Wafunira Kulubya (Volume 750 Folio 12).	[illegible]
Regd. 31st July 1941, Inst. 51814	deducted 15.00 acres marked "C" on the said plan transferred to The Buganda Government (Mailo Reg. Vol. 850 Fo. 14).	[illegible]

CERTIFIED FOR POLICE/COURT PURPOSE
05 DEC 2024
Sign.....
For Commissioner Land Registration

INCUMBRANCES

(65)

Regd 23/2 5[illegible] Inst KLA 3127 — Plot No. ~~306~~ 322 B leased to MULCHAND POPAT SHAH, MANILAL POPAT SHAH JESHANG Popat SHAH, trading as MULCHAND POPAT SHAH of P.O. Box [illegible] 49 [illegible] 14/9/55 (L. R. Vol 366 fo 1)

Regd 23/2 5[illegible] Inst KLA 3128 — Plot No. ~~304~~ 309 B leased to MOTILAL DEVCHAND & BROTHERS LIMITED of P.O. Box 213 KAMPALA for 49 years from 14/9/55 (L. R. Vol. 366 fo 2)

Regd 23/2 5[illegible] Inst KLA 3129 — Plot No. ~~[illegible]~~ 316 B leased to MAGANBHAI NATHABHAI PATEL & HARIHNA PATEL trading as TENANTS in Common. of P.O. Box 736 KAMPALA for 49 years from 14/12/55 (L. R. Vol. 366 fo 3)

Regd 23/2 5[illegible] Inst KLA 3130 — Plot No. ~~[illegible]~~ 311 B leased to JECHAND KACHARA MEHTA, TRIBHUVAN MANEKCHAND MEHTA & AMRATLAL trading as Jechand Kachara of P.O. Box JERAMBHAI VARIA for 49 years from 14/9/55 (L. R. Vol. 366 fo 4)

Regd 23/2 5[illegible] Inst KLA 3131 — Plot No. ~~[illegible]~~ 321 B leased to SUKHLAL KESHAVJI MEHTA, [illegible]LAL LAVJI MEHTA KASHAICHAND LAVJI, KHIMCHAND KESHAVJI, VANECHAND LAVJI, GIRDHARLAL LAVJI, TALAKSHI KESHAVJI & MANILAL KESHAVJI MEHTA of P.O. Box 689 KAMPALA, trading as SHUKHLAL SANTILAL & Co. for 49 years from 14/9/55 (L.R. Vol. 366 fo. 5)

Regd 23/2 5[illegible] Inst KLA 3132 — Plot No. ~~[illegible]~~ 329 B leased to MOTIBHAI GOKALBHAI PATEL of P.O. Box 1716 KAMPALA for 49 years from 14/9/55 (L. R. Vol. 366 fo 6)

[illegible] Inst KLA 3133 — Plot No. ~~[illegible]~~ 313 B leased to MANIBHAI GIRDHARBHAI PATEL, DAHYABHAI GIRDHARBHAI PATEL & RADHIBHAI TULSIBHAI PATEL of P.O. Box 1450 KAMPALA for 49 years from 1/12/55 (L. R. Vol. 366 fo 7)

Regd 14/1 [illegible] Inst KLA 3867 — Plot No. ~~[illegible]~~ 310 B leased to FATEHALI LALJI SUNDERJI PUNJANI of P.O. Box 799 Kampala for 49 years from 1/4/56 (L. R. Vol 372 fo 7)

Regd 26/6/56 Inst KLA 3817 — Plot No. ~~[illegible]~~ 327 B leased to KALWANT KAUR of P.O. Box 1864, Kampala for 49 years from 14/9/55 (L. R. Vol. 374 fo 26)

Regd 26/6/1956 Inst KLA 4594 — Plot No. ~~[illegible]~~ 315 B leased to Maganbhai Vaghjibhai Patel and Rambhai Bhagwandas Patel of P.O. Box 315 Kampala for 49 years from 14/9/55 (L. R. Vol. 382 fo 2)

Regd 26/6/1956 Inst KLA 4595 — Plot No. ~~[illegible]~~ 314 B leased to Hasam Visram Ishani of P.O. Box 931, Kampala for 49 years from 14/9/55 (L. R. Vol. 382 fo 3)

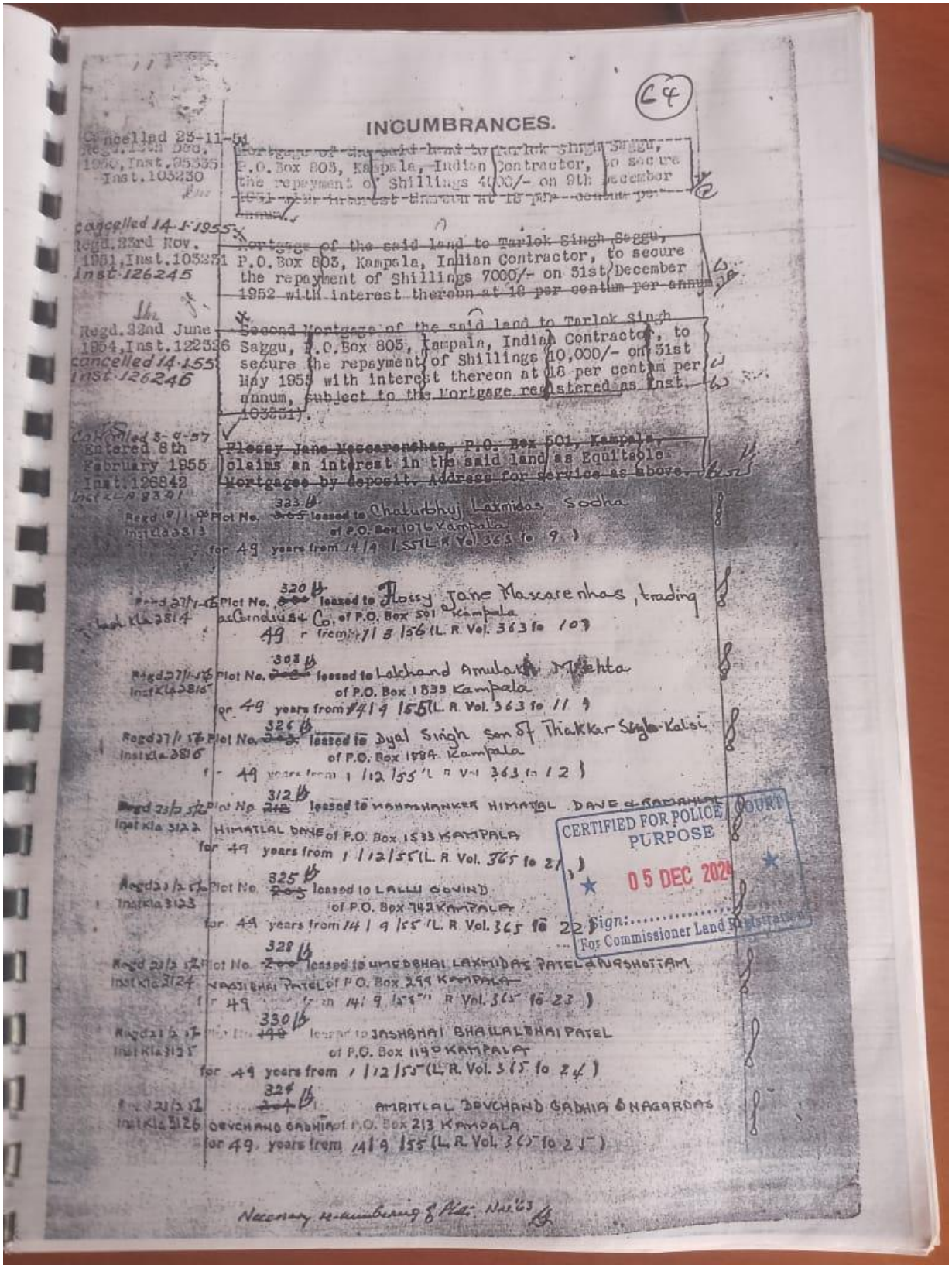
Cancelled 7-7-58
Regd. 28-2-58
Inst KLA 13634
Inst. KLA 15897

~~MORTGAGE of the said land to Alexander Stewart Folkes P.O. Box 182 Kampala to secure the repayment of shillings 9000/- on 28th day February 1959 with interest thereon at [illegible] per annum.~~

Regd. 7-7-58
Inst. KLA 15898

MORTGAGE of the said Land to ALEXANDER STEWART FOLKES to secure the repayment of shs 12,000/- on the 30th day of June 1959 by equal monthly instalments with interest thereon at the rate of 12% per annum.
Address for service, P.O. Box 182, Kampala.

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign:.....
For Commissioner Land Registration



(64)

INCUMBRANCES.

Cancelled 23-11-54
Regd. 15th Dec. 1950, Inst. 95335
Inst. 103230

~~Mortgage of the said land to Tarlok Singh Saggu, P.O. Box 803, Kampala, Indian Contractor, to secure the repayment of Shillings 4000/- on 9th December 1951 with interest thereon at 18 per centum per annum.~~

cancelled 14-1-1955
Regd. 23rd Nov. 1951, Inst. 103231
Inst. 126245

~~Mortgage of the said land to Tarlok Singh Saggu, P.O. Box 803, Kampala, Indian Contractor, to secure the repayment of Shillings 7000/- on 31st December 1952 with interest thereon at 18 per centum per annum.~~

Regd. 22nd June 1954, Inst. 122326
cancelled 14-1-55
Inst. 126246

~~Second Mortgage of the said land to Tarlok Singh Saggu, P.O. Box 803, Kampala, Indian Contractor, to secure the repayment of Shillings 10,000/- on 31st May 1955 with interest thereon at 18 per centum per annum, subject to the Mortgage registered as Inst. 103231).~~

Cancelled 3-9-57
Entered 8th February 1955
Inst. 126842
Inst. KLA 8341

~~Flossy Jane Mascarenhas, P.O. Box 501, Kampala, claims an interest in the said land as Equitable Mortgagee by deposit. Address for service as above.~~

Regd 18/1-56 Inst Kla 2813 — Plot No. ~~365~~ 323 leased to Chaturbhuj Laxmidas Sodha of P.O. Box 1076 Kampala for 49 years from 14/9/55 (L.R. Vol. 363 fo 9)

Regd 27/1-56 Inst Kla 2814 — Plot No. ~~[illegible]~~ 320 leased to Flossy Jane Mascarenhas, trading as Cornelius & Co. of P.O. Box 501 Kampala for 49 years from 14/3/56 (L.R. Vol. 363 fo 10)

Regd 27/1-56 Inst Kla 2815 — Plot No. ~~[illegible]~~ 308 leased to Lalchand Amulakh Mehta of P.O. Box 1833 Kampala for 49 years from 14/9/55 (L.R. Vol. 363 fo 11)

Regd 27/1-56 Inst Kla 2816 — Plot No. ~~[illegible]~~ 326 leased to Dyal Singh son of Thakkar Singh Kalsi of P.O. Box 1884 Kampala for 49 years from 1/12/55 (L.R. Vol. 363 fo 12)

Regd 23/2-56 Inst Kla 3122 — Plot No. ~~[illegible]~~ 312 leased to MAHASHANKER HIMATLAL DAVE & RAMANLAL HIMATLAL DAVE of P.O. Box 1533 KAMPALA for 49 years from 1/12/55 (L.R. Vol. 365 fo 21)

Regd 23/2-56 Inst Kla 3123 — Plot No. ~~[illegible]~~ 325 leased to LALLU GOVIND of P.O. Box 742 KAMPALA for 49 years from 14/9/55 (L.R. Vol. 365 fo 22)

Regd 23/2-56 Inst Kla 3124 — Plot No. ~~[illegible]~~ 328 leased to UMEDBHAI LAXMIDAS PATEL & PURSHOTTAM VAGJIBHAI PATEL of P.O. Box 299 KAMPALA for 49 years from 14/9/55 (L.R. Vol. 365 fo 23)

Regd 23/2-56 Inst Kla 3125 — Plot No. ~~[illegible]~~ 330 leased to JASHBHAI BHAILALBHAI PATEL of P.O. Box 1140 KAMPALA for 49 years from 1/12/55 (L.R. Vol. 365 fo 24)

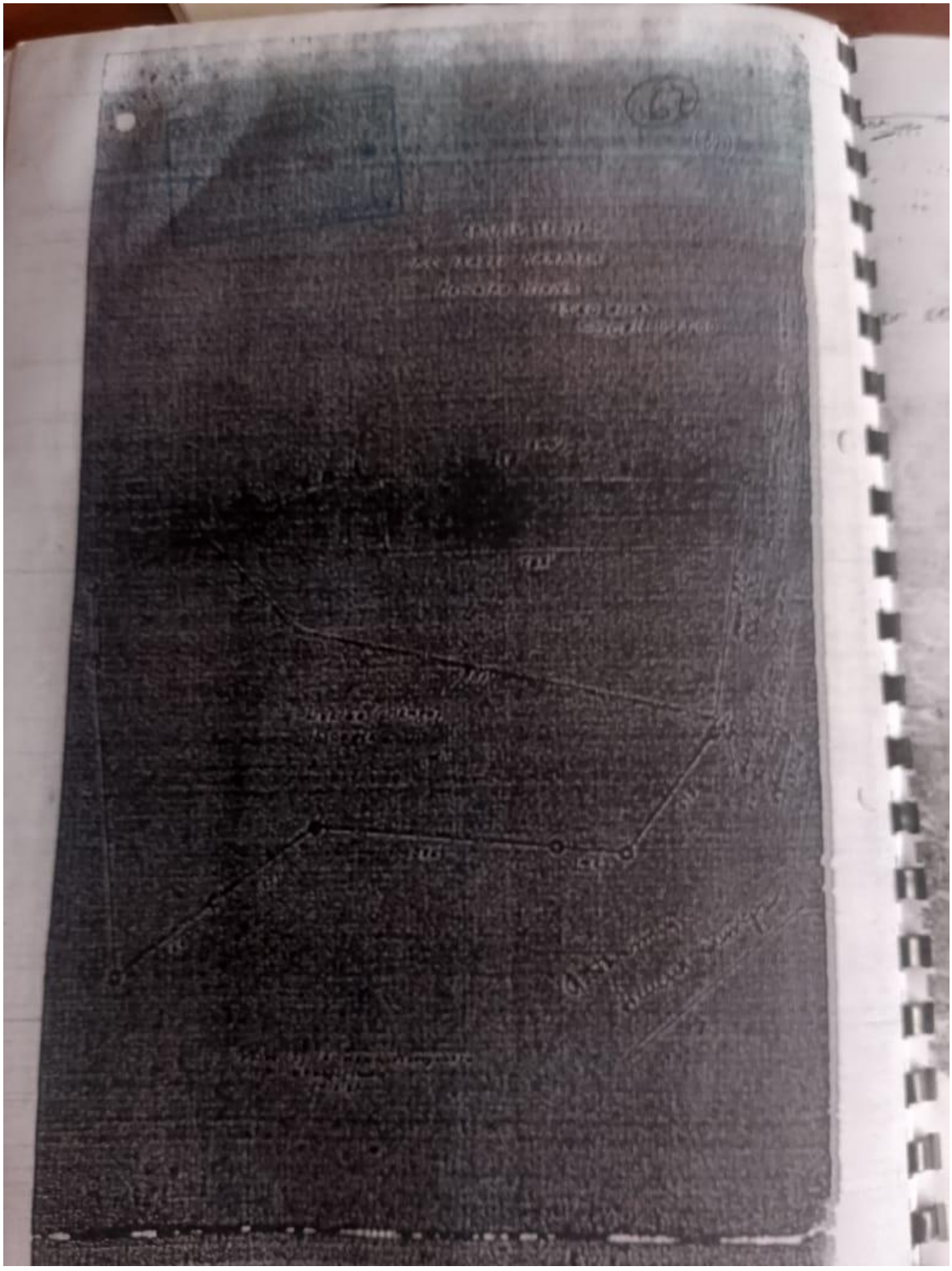
Regd 23/2-56 Inst Kla 3126 — Plot No. ~~[illegible]~~ 324 leased to AMRITLAL DEVCHAND GADHIA & NAGARDAS DEVCHAND GADHIA of P.O. Box 213 KAMPALA for 49 years from 14/9/55 (L.R. Vol. 365 fo 25)

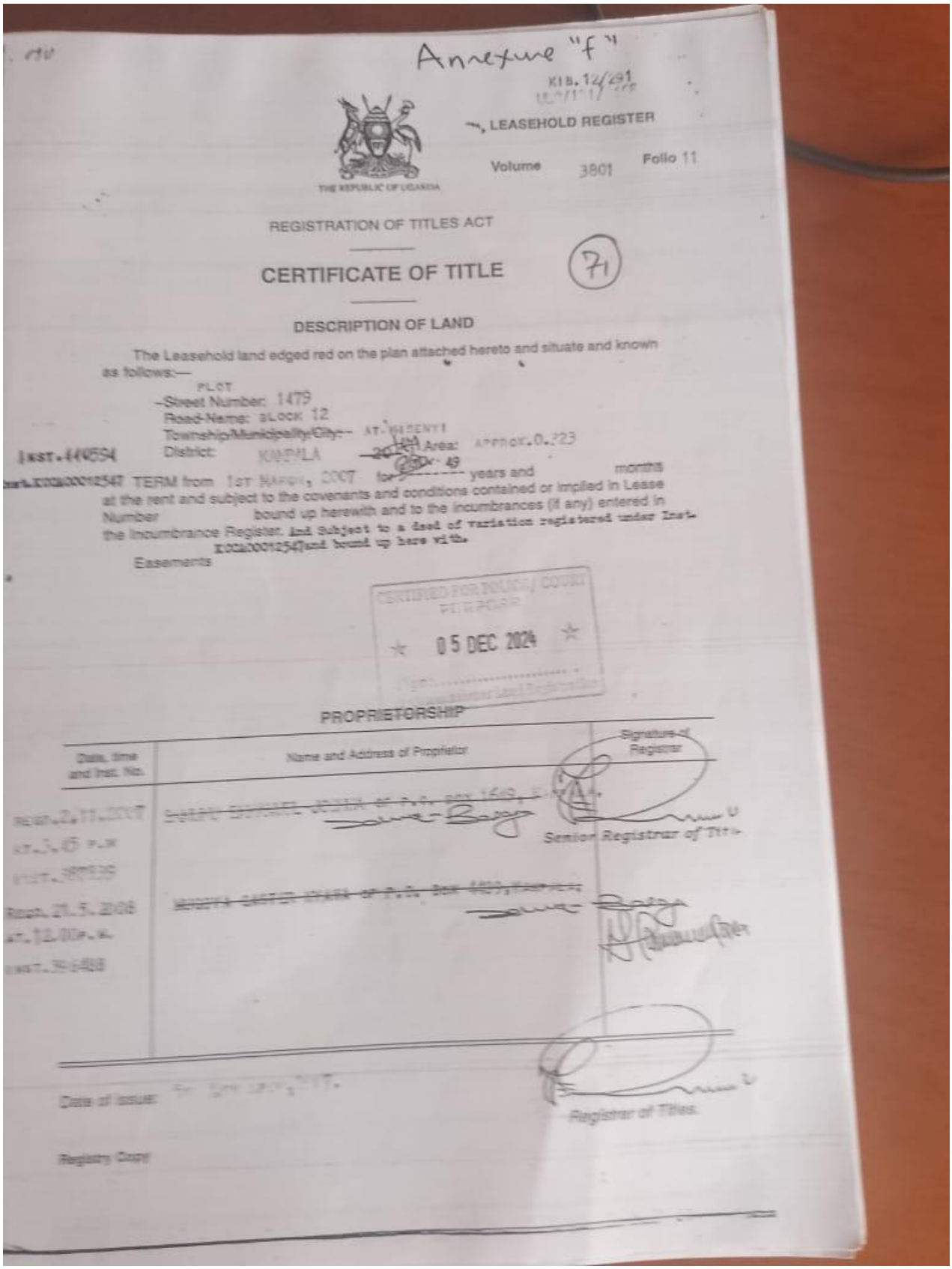
CERTIFIED FOR POLICE COURT PURPOSE
05 DEC 2024
Sign:.....
For Commissioner Land Registration

Necessary re-numbering of Plots Nov. '63

PLAN OF THE LAND COMPRISED IN THIS FOLIO.

(66)





Annexure "f"

KIB.12/291

LEASEHOLD REGISTER

THE REPUBLIC OF UGANDA

Volume 3801 Folio 11

REGISTRATION OF TITLES ACT

CERTIFICATE OF TITLE

71

DESCRIPTION OF LAND

The Leasehold land edged red on the plan attached hereto and situate and known as follows:—

PLOT
Street Number: 1479
Road Name: BLOCK 12
Township/Municipality/City: AT KIRENYI
District: KAMPALA Area: APPROX.0.323

INST.444594

Inst.KOCA00012547 TERM from 1ST MARCH, 2007 for 49 years and months at the rent and subject to the covenants and conditions contained or implied in Lease Number bound up herewith and to the incumbrances (if any) entered in the Incumbrance Register. And Subject to a deed of variation registered under Inst. KOCA00012547 and bound up here with.

Easements

CERTIFIED FOR POLICE/COURT PER PORP
05 DEC 2024
Sign: .....
Principal Land Registration

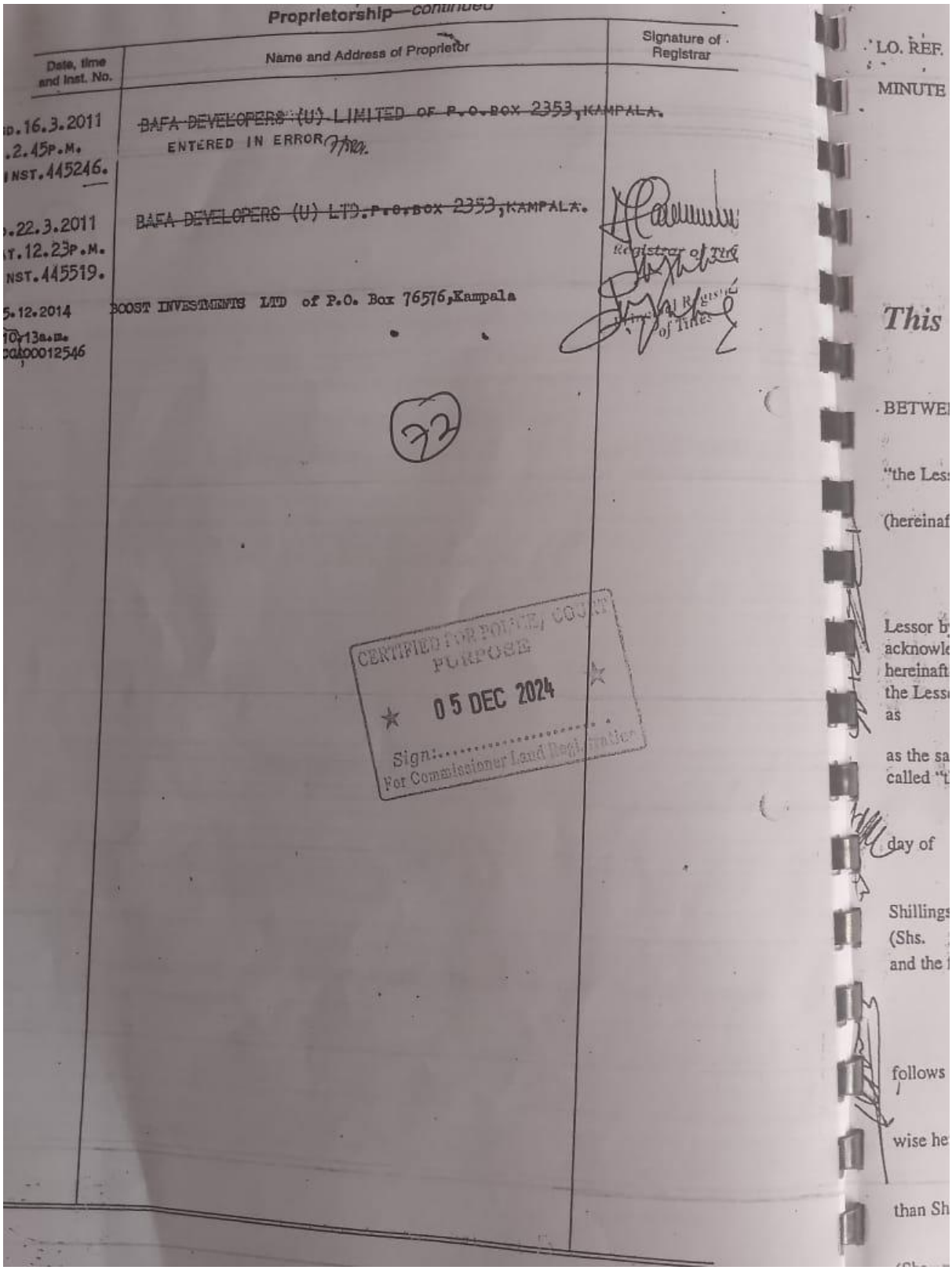
PROPRIETORSHIP

Date, time and Inst. No.	Name and Address of Proprietor	Signature of Registrar
REGD.2.11.2007 AT.3.45 P.M INST.387839	~~SHARPU EMMANUEL JOHNA OF P.O. BOX 1649, KAMPALA.~~	Senior Registrar of Titles
REGD.21.5.2008 AT.12.00P.M. INST.396488	~~MUSEYA GASTER KYANA OF P.O. BOX 4409, KAMPALA.~~	

Date of issue: [illegible]

Registrar of Titles.

Registry Copy



Proprietorship—continued

Date, time and Inst. No.	Name and Address of Proprietor	Signature of Registrar
D.16.3.2011 .2.45P.M. INST.445246.	~~BAFA DEVELOPERS (U) LIMITED OF P.O.BOX 2353,KAMPALA.~~ ENTERED IN ERROR	
.22.3.2011 T.12.23P.M. NST.445519.	~~BAFA DEVELOPERS (U) LTD.P.O.BOX 2353,KAMPALA.~~	Registrar of Titles
5.12.2014 10:13a.m. CO100012546	BOOST INVESTMENTS LTD of P.O. Box 76576,Kampala	Registrar of Titles

72

CERTIFIED FOR POLICE COURT PURPOSE

★ 05 DEC 2024 ★

Sign:.....

For Commissioner Land Registration

LO. REF.

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Now you will note that Boost Investments Limited does such title with the intention of concealing who the original owner is. Finally Boost Investment Limited will realize that "If **fraud is 'in factum,' such as a forged deed or a situation analogous to forgery,** the deed is void ab initio and will not support subsequent title in any person"]; **First Nat. Bank in Albuquerque v Enriquez, 96 NM 714, 716 [1981]** ["a forged deed is a void deed and transfers no interest"]; **Williams v Warren, 214 Ark 506, 511 [1949]** ["No one can claim that an estate in land should be divested by forgery"]). "If a document purportedly conveying a property interest is void, it conveys nothing, and a subsequent bona fide purchaser or bona fide encumbrancer for value receives nothing"]; **2-15 Warren's Weed New York Real Property § 15.09** "If the conveyance is void, the purchaser or encumbrancer will not enjoy any of the rights of a bona fide purchaser"; **43A NY Jur 2d Deeds § 218** ,"a forged deed is null and void, and conveys nothing, and a purchaser or mortgagee from the grantee, even for value and without notice of the forgery, will not be protected" **and its with this wisdom that such title that you see written in the names of Boost Investment Limited is void ab innitio.**

BUGANDA LAND BOARD

(70)

21st October, 2014

BLB/01/5744

Bafa Developers (U) Limited
P.O Box 2353
Kampala

Dear Sir/Madam,

RE: CONSENT TO TRANSFER KIBUGA BLOCK 12 PLOT 1478 LRV 4127 FOLIO 25

Please refer to a letter dated 10th October, 2014 by which it was sought that the above mentioned leasehold be transferred from the names of Bafa Developers (U) Ltd into the names of Boost Investments Limited.

Consent to transfer into Boost Investments Limited is hereby given.

Prince David Kintu Wasajja

Omuk. I.K. Kabanda

Owek. Godfrey Kaaya Kavuma.

SSABASAJJA KABAKA'S
LAWFUL ATTORNEYS
Powers of Attorney Reg. No. 8976
of 2013 dated 12th July 2013

Cc. Commissioner for Land Registration
Ministry of Lands, Housing & Urban Development.
P.O.Box 7096, Kampala.

05 DEC 2024

(75)

(c) to complete the said buildings for occupation and use to the satisfaction of the Lessor on or before the 28th day of Feb. the year 2012

(d) not without the prior written consent of the Lessor to use or suffer to be used the said land and buildings or any part thereof otherwise than for

Commercial

(e) not without the prior written consent of the Lessor to erect any engine or machinery on the said land or in the said buildings save and except such engine or machinery as shall be necessary to or consistent with the user of the said land or buildings as stipulated herein,

(f) in addition to any covenant implied therein the Lessee, shall not, until he/she has completed the said buildings and obtained a final occupation permit in respect thereof, sell or sublet or part with the possession of or suffer anyone to use or confer on anyone an equitable interest or in any way mortgage the said land or buildings or any part thereof without having first obtained the written consent of the lessor,

(g) to keep insured the said buildings to the full value thereof in a responsible insurance office against loss or damage by fire and upon the request of the Lessor to produce the policy of such insurance and the receipt for the last premium and to cause all sums received in respect of such insurance to be forthwith laid out and expended in rebuilding or repairing or otherwise reinstating the said buildings and to make up any deficiency in such sums out of the Lessee's own money,

(h) not to make or allow to be made any alterations or additions to any of the said buildings nor to cut, injure or demolish or allow to be cut, injured or demolished the roof or any of the walls or floors thereof without the prior written consent of the Lessor,

(i) not at any time during the said term to use, exercise or carry on or permit to be used, exercised or carried on in or upon the said land or buildings or any part thereof any noxious noisome or offensive art, trade, business occupation or calling or to allow any act, matter or thing whatsoever to be done at any time during the said term in or upon the said land or buildings which shall or may be or grow to the annoyance, nuisance grievance, damage or disturbance of the occupiers or owners of the adjoining lands and properties.

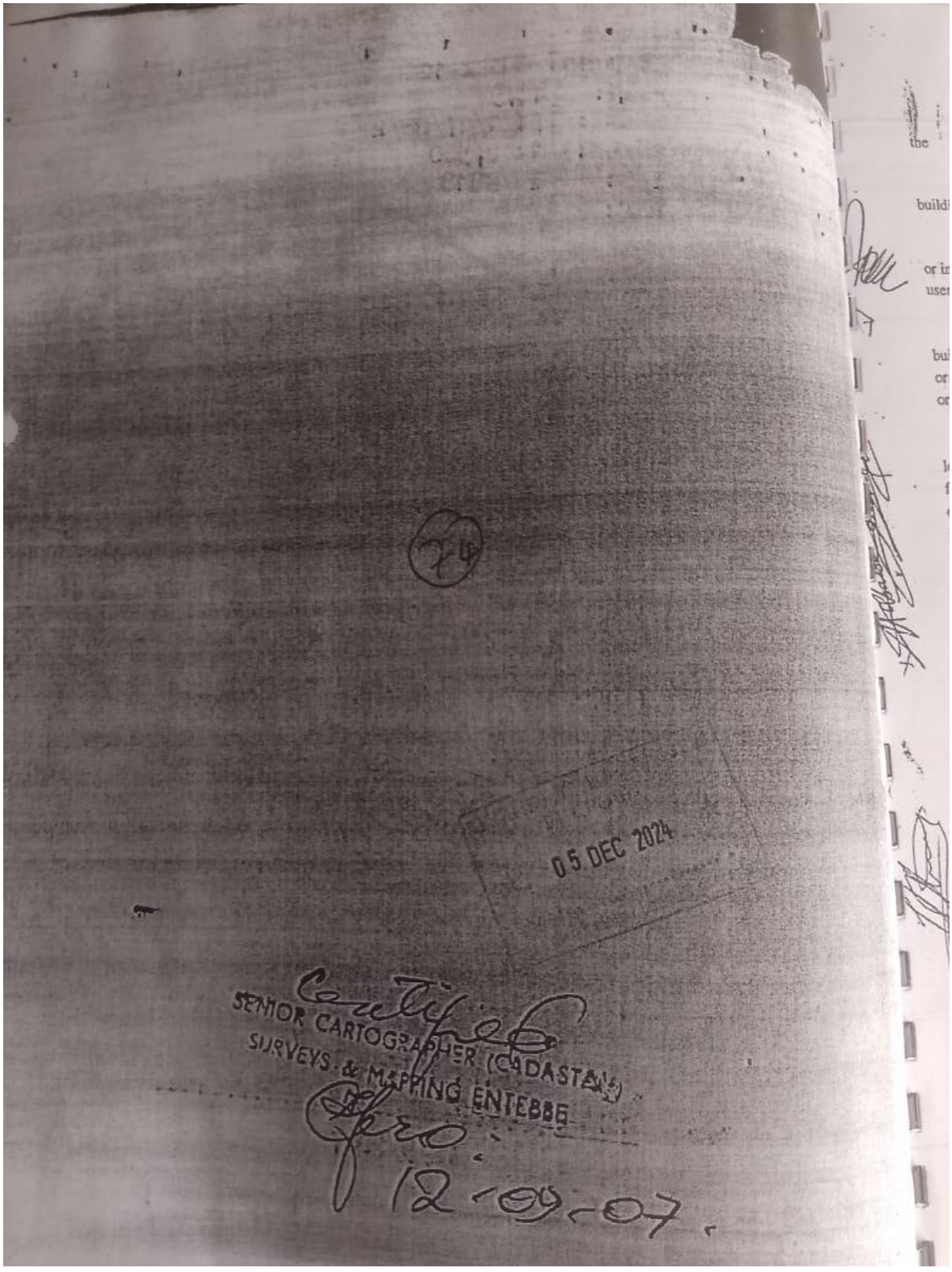
(j) such consent under 2(h) above shall not be required where occupation permit has not beeen Obtained and where there is minor alteration and additions are approved by the planning authority.

3. IT IS HEREBY EXPRESSLY declared and agreed as follows:—

(i) that if this lease be enlarged as hereinafter provided, the rent herein reserved shall be revisable by the Lessor at any time after the expiration of the first 5 years of the said term and at intervals of not less than 5 years thereafter,

(ii) that the cost of re-aligning, covering in or protecting any public or private services which may be on or pass under or over the said land and of any works incidental thereto shall be the liability of the Lessee/s.

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign.....


74
05 DEC 2024
SENIOR CARTOGRAPHER (CADASTRE)
SURVEYS & MAPPING ENTEBBE
12-09-07.

By the time that BAFA DEVELOPERS UGANDA LIMITED got the letter above from the BUGANDA LAND BOARD ON THE 21ST OCTOBER 2014, the **Buganda Land Board had been declared non extant** by the court ruling in **Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014), 20 February 2014** ; a ruling that I have put below that Ugandans should read to get to know that people like **John Bosco Muwonge, David Wasajja and Ibrahim Kirinde Kabanda are not honourable at all**. The ruling that closed the Buganda Land Board Public Limited also procured through fraud on court by their own Kizito Bashir Juma is below for the world to see.

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
LAND DIVISION
MISC. CAUSE NO. 622 OF 2013
(ARISING FROM CIVIL SUIT NO. 244 OF 2013)

BUGANDA LAND BOARD…… APPLICANT

VERSUS

JOHN WAMPAMBA…… RESPONDENT

RULING

BEFORE HONOURABLE LADY JUSTICE EVA K. LUSWATA

This application was brought by chamber summons under Order 7 rule 11 and 19 of the Civil Procedure Rules SI 71-1 and Section 98 CPA for orders that the plaintiff's plaint be rejected and struck out for suing a non-existent party and for being misconceived, incompetent, frivolous and vexatious, bad in law as it does not disclose a cause of action and costs of the application.

The application is supported by the affidavit of Bashir Kizito Juma the Head Land Management Department of the applicant in which he states *interalia* that:-

1. The applicant herein was wrongly sued and or unnecessarily dragged to court in civil suit No. 244 of 2013.

2. The applicant is a non-existing person with no capacity to sue and or be sued.

3. The respondent's suit is barred by law, misconceived, incompetent, frivolous and vexatious, and an abuse of court process.

4. The respondent/plaintiff has no cause of action, or at all, against the applicant.

The respondent despite having been served with court process did not file an affidavit in reply and no reasons were advanced to explain either the respondent's or his counsels' absence. The applicant applied to have the application to proceed *exparte* under **Order 9 rule 20(1) CPR** which was granted by this court.

Counsel for the applicant submitted that in paragraph 2 of the plaint, the applicant was referred to by the plaintiff/ respondent as a body corporate capable of being sued. With such averment in the plaint, the burden of proof shifted to the plaintiff to prove the proper capacity of the defendant to sue and to be sued. **Section 101 of the Evidence Act Cap 6** puts the burden of proof of a fact on the one who asserts that fact. That the plaintiff in this case has to discharge this burden to the required standard.It was also argued that the applicant in paragraph 2 of the Written Statement of Defence clearly averred that it filed the Written Statement of Defence in protest as it is not aware of its legal existence but nevertheless, it was served with court process.It was contended that, the applicant has no legal capacity to sue or be sued in its name and the respondent has failed to discharge this burden since he has not opposed the application by filing an affidavit in reply.

Counsel further submitted that a suit in a name of a non-existing plaintiff or defendant is bad in law and the same ought to be rejected by court. Counsel relied on the case of **Fort Hall Bakery Supply Co. Vs. Fredrick Muigai Wangoe [1959]1 EA 474.** That such a suit against a non-existent party cannot be amended to replace a party that has legal existence since there is no plaint at all. On this principle, counsel relied on the cases of **Trustees of Rubaga Miracle Centre Vs. Mulangira Simbwa HCMA No. 516 of 2005** and **Auto Garage vs. Motokov [1971] EA 514.** A suit against a non-existent party is misconceived, incompetent and frivolous and the same ought to be dismissed, see also **Justice Yorokamu Bamwine** in **Bagamugunda Vincent vs. UEB (in liquidation) HCCS No. 400 of 2007.**

It is trite that where facts are sworn in an affidavit and the other party does not file an affidavit in rebuttal, the facts therein are presumed to have been accepted by the other party. It was held in

the case of **Samwiri Massa Vs. Rose Achen [1978] HCB 297** that where certain facts are sworn in an affidavit, the burden to deny them is on the other party and if he or she does not, they are presumed to have been accepted and the deponent need not raise them again. If they are disputed then he has to defend them. In the instant case, the applicant swore an affidavit stating that it is not a body corporate. However the respondent who was alleging so(by effect of his pleadings) did no present dispute that fact as sworn by the applicant.

I have read and agree fully with the authorities relied on by the applicant. A suit instituted for or against a non-existent person is bad in law. This is an error that goes to the root of the claim and substitution of such a party with a real or corporate person cannot be permitted in law.

No evidence was adduced to show that the Buganda Land board is a body corporate which was incumbent upon the respondent as the plaintiff. The result is that the respondent sued a non-existing person. The suit is thereby bad in law and an abuse of court process. The court has through its own independent investigations confirmed that the Buganda Land Board is a business arm of the Buganda Kingdom which was instated constituted to manage the kingdom land and buildings. Accordingly depending on where this land is situate, the right party to be sued should have been the Kabaka of Buganda. Indeed Article **246 (3) (a) of the Constitution** provides that:

> *"The institution of a traditional leader or a cultural leader shall be a corporate sole with perpetual succession and with capacity to sue and be sued and to hold assets or properties in trust for itself and the people concerned."*

Therefore the claim in Civil Suit No. 244 of 2013 against the Buganda Land Board is dismissed for being instituted against an entity or person having no legal existence or an entity not known in law. However, since I have found that the applicant is a non-existent person in law, they can neither receive nor pay costs. Therefore, this application succeeds without costs and likewise, the suit as against the Buganda Land Board, the 1st defendant, is dismissed with no order as to costs.

I so order.

EVA K. LUSWATA
JUDGE
20/02/2014

So with the Buganda Land Board Public Limited closed using the ruling in **Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014), 20 February 2014,** then there is no way a closed corporate by law would have issued a deed of variation on **the 21st of October 2014** and indeed even without considering the law, common sense will not allow such an outcome for any right thinking person. But because **John Bosco Muwonge and Boost Investment Limited** had hatched a scheme of fraudulent contrivance in which **David Wasajja, Ibrahim Kironde Kabanda , Godfrey Kaaya Kavuma** whose picture is below and **Buganda Land Board corporate façade** they thought that, this fraud scheme will never be discovered but it has now been.

Godfrey Kaaya Kavuma also helped John Bosco Muwonge and Boost Investments Limited to do the deed of variation that formed the basis of the forged leases that are drawn from **MRV 830 folio 14 that has 15.25 acres being part of F.C 15453 REGISTERED IN VOLUME 160 FOLIO 21 of the Mailo Register with the registered owner being THE BUGANDA GOVERNMENT, A CORPORATE BODY ESTABLISHED UNDER THE NATIVE ADMNISTRATIONS (INCORPORATION) ORDINACE 1050 REGISTERED ON THE 31ST DAY OF JULY 1941** that indeed has no correlation with the original Kisenyi title for Daudi Chwa title **MRV 12 Folio 11 F.C 8639 with 110 acres or there about. This formed the foundation of John Bosco Muwonge and Boost Investments Limited titles.**

John Bosco Muwonge and Boost Investment Limited connived with **David Wasajja, Ibrahim Kironde Kabanda , Godfrey Kaaya Kavuma** and **Buganda Land Board corporate façade** to forge the leases we are seeing in this case that almost made **Uganda loose UGX 325,183,000,000/-** to their scheme of fraudulent contrivance that we have now unearthed.

L.O. REF. ULC/151/3468

MINUTE REF. ULC MIN. 13/2005(a)(161) of 25/

UGANDA

THE REGISTRATION OF TITLES ACT

LEASE BY DISTRICT LAND BOARD

UGANDA REVENUE AUTHORITY
DOMESTIC TAXES DEPT.
02 OCT 2007
EMBOSSING OFFICER
STAMP DUTY SECTION
RECEIVED

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024
Sign.....

This Lease made the 2nd day of October 2007 under and subject to the Land Act and rules made/saved thereunder

BETWEEN UGANDA LAND COMMISSION a body incorporated by the Land Act (hereinafter called "the Lessor") of the one part, and SAMUKU EMMANUEL JOSHUA of P.O. Box 1649, Kampala. (hereinafter called "the Lessee/s") of the other part WITNESSETH as follows:—

1. In consideration of the sum of Shillings Five million five hundred thousand (Shs. 5,5 m/=) paid to the Lessor by the Lessee/s on or before the execution of these presents (the receipt whereof the Lessor doth hereby acknowledge) and also in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained on the part of the Lessee/s to be observed and performed, the Lessor hereby demises unto the Lessee/s ALL THAT piece of land in the Municipality/Township of at Kisenyi Kampala and known as Block 12 Plot 1479 , measuring approx. 0.323 hec.

as the same is more particularly delineated on the plan annexed hereto and thereon edged with red (hereinafter called "the said land") TO HOLD the same unto the Lessee/s (as joint tenants/tenants in common in) for a term of 5 years and months from the 1st day of March the year 2007

YIELDING AND PAYING therefor during the said term the yearly rent of Shillings Two hundred and eighty thousand (Shs. 280,000) payable by two equal half-yearly payments in advance on the first day of January and the first day of July in every year.

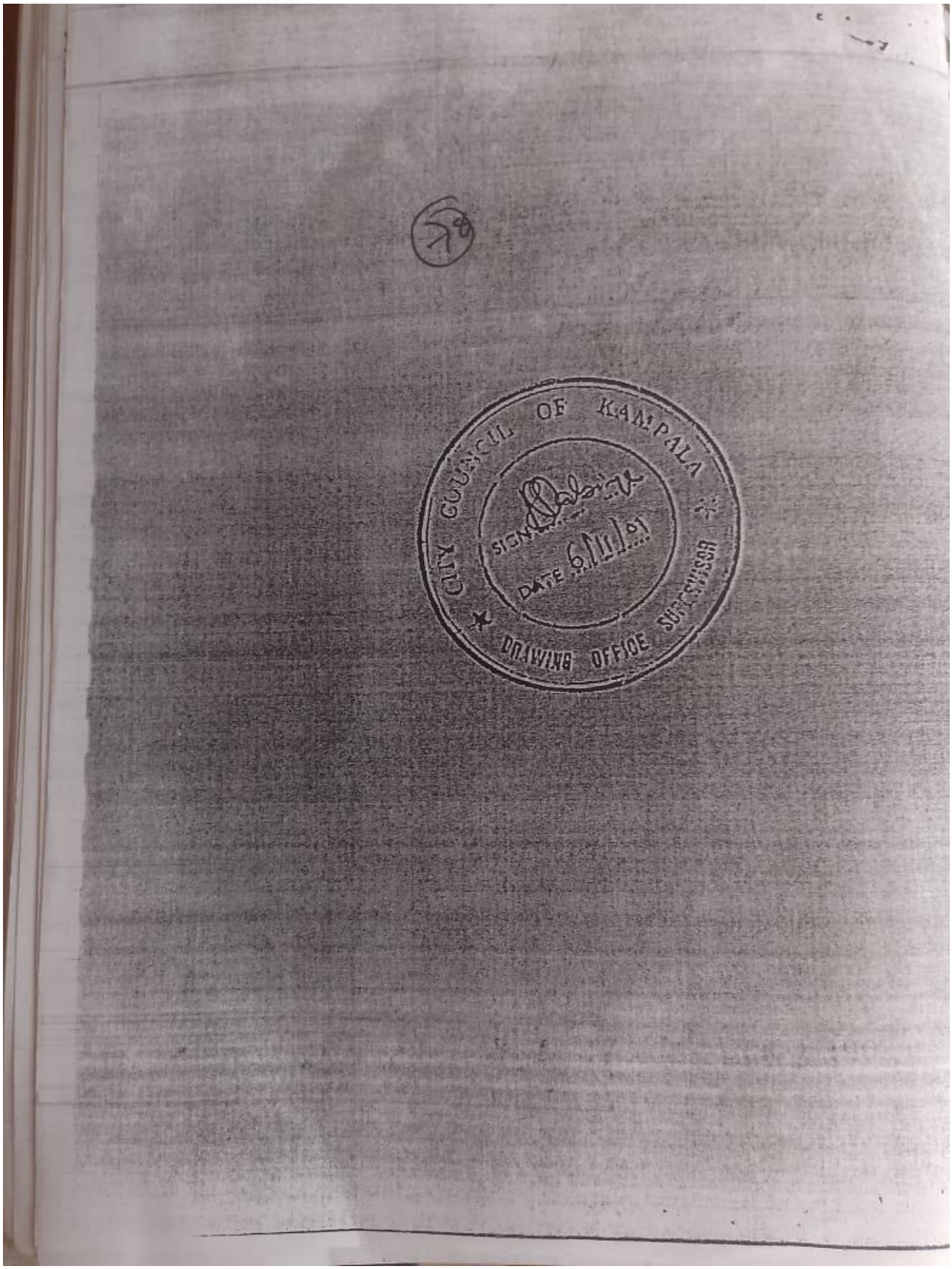
UGANDA REVENUE AUTHORITY
DOMESTIC TAXES DEPT.
STAMP DUTY
12 OCT 2007
RELEASED

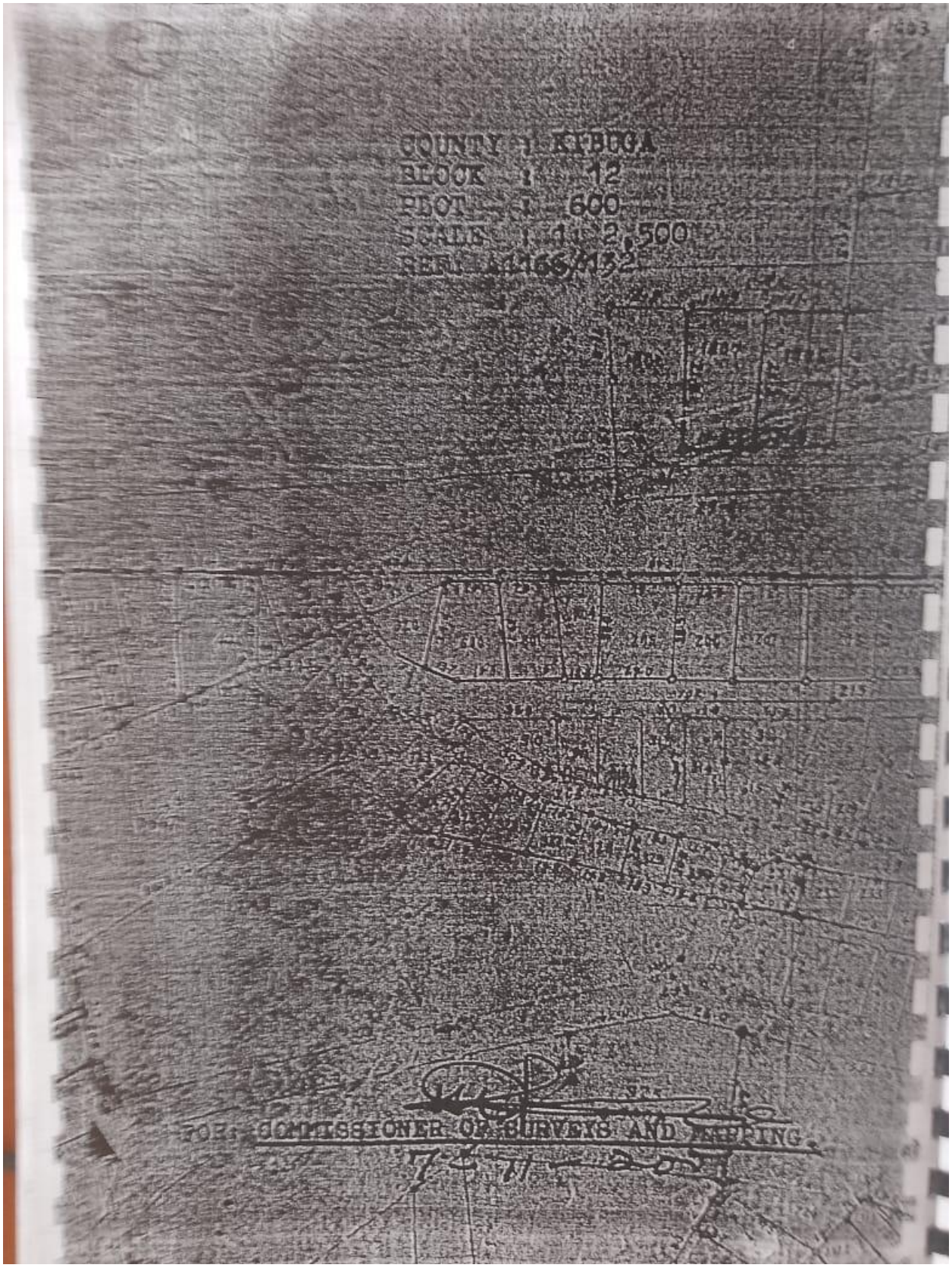
2. THE LESSEE/S HEREBY JOINTLY AND SEVERALLY COVENANTS with the Lessor as follows namely:

(a) to observe and perform all the conditions and covenants implied by law in this lease or otherwise herein contained or referred to,

(b) to erect on the said land buildings (hereinafter called "the said buildings") of a value of not less than Shillings

(Shs. = =) in accordance with plans and specifications which shall be approved by the Lessor,


CITY COUNCIL OF KAMPALA
SIGN
DATE 6/11/91
DRAWING OFFICE SUPERVISOR


COUNTY : KYBUGA
BLOCK : 12
PLOT : 600
SCALE : 1 : 2,500
REF: A1166/132
FOR: COMMISSIONER OF SURVEYS AND MAPPING

4. When the Lessee/s shall have complied with the building covenant herein and if there shall not at the time be any existing breach or non-observance on the part of the Lessee/s of any of the covenants and conditions in this lease whether expressed or implied the said term shall be enlarged to 49 years and months from the said 1st day of March the year 2007 automatically and this lease shall thenceforth be read and construed as if the said term of 49 years and months had been originally granted hereby.

IN WITNESS WHEREOF the common Seal of the Lessor has hereunto been affixed and the Lessee/s has/have hereunto set his/her/their hand/s caused his/her/their common Seal to be affixed hereto the day and year first above written.

The COMMON SEAL of the Lessor was hereunto affixed in the presence of us:— UGANDA LAND COMMISSION

(71)

Inst. No 387839	PROCEED REJECT
Lodged for Registration	
at 3:45 A.M on 2.11.2007 P.M	C.L.R 5/11/07

J.S. MAYANJA -NKANGI
Chairman

K.S.B. MUBBALA
Secretary

SIGNED by the said SAMUKU EMMANUEL JOSHUA

in the presence of:—

AUTHORISED WITNESS:— 2/11/07

Name MUGOYA KYAWA GASTER

Address BOX 4409 KLA (U)

Occupation ADVOCATE

CERTIFIED Memorial of the instrument registered in

LRU			38	07
				11

of the Register Book 28/11/07

COMMISSIONER, LAND REGISTRATION

DRAWN BY:—
The Government Conveyancer,
Office of Titles,
P.O. Box 7061,
Kampala

05 DEC 2024

Annexure "G"

KB. 12/291
ULC/151/3466
LEASEHOLD REGISTER

THE REPUBLIC OF UGANDA

Volume 3807 Folio 23

(61)

REGISTRATION OF TITLES ACT

CERTIFICATE OF TITLE

(U)

DESCRIPTION OF LAND

The Leasehold land edged red on the plan attached hereto and situate and known as follows:—

PLOT

~~Street~~ Number: 1480
~~Road Name~~: KIBUGA BLOCK 12
~~Township/Municipality~~/City: KAMPALA
District: KAMPALA Area: APPROX. 0.568 HECTARE

TERM from 1ST JUNE 2006 for ~~49~~ ------ years and ---------- months at the rent and subject to the covenants and conditions contained or implied in Lease Number ---------- bound up herewith and to the incumbrances (if any) entered in the Incumbrance Register.

Easements

CERTIFIED FOR POLICE/ COURT PURPOSE
★ 05 DEC 2024 ★
Sign.....

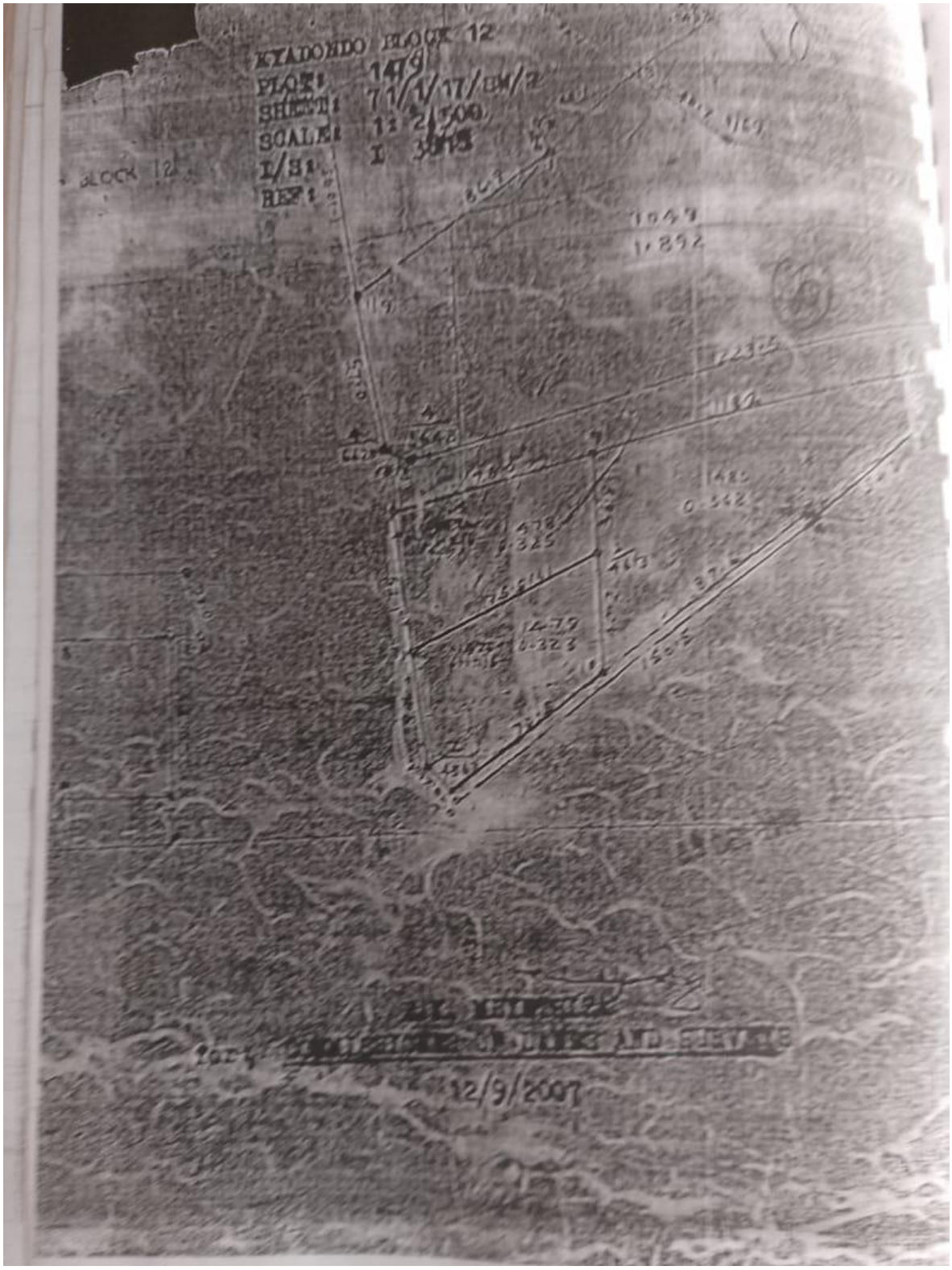
PROPRIETORSHIP

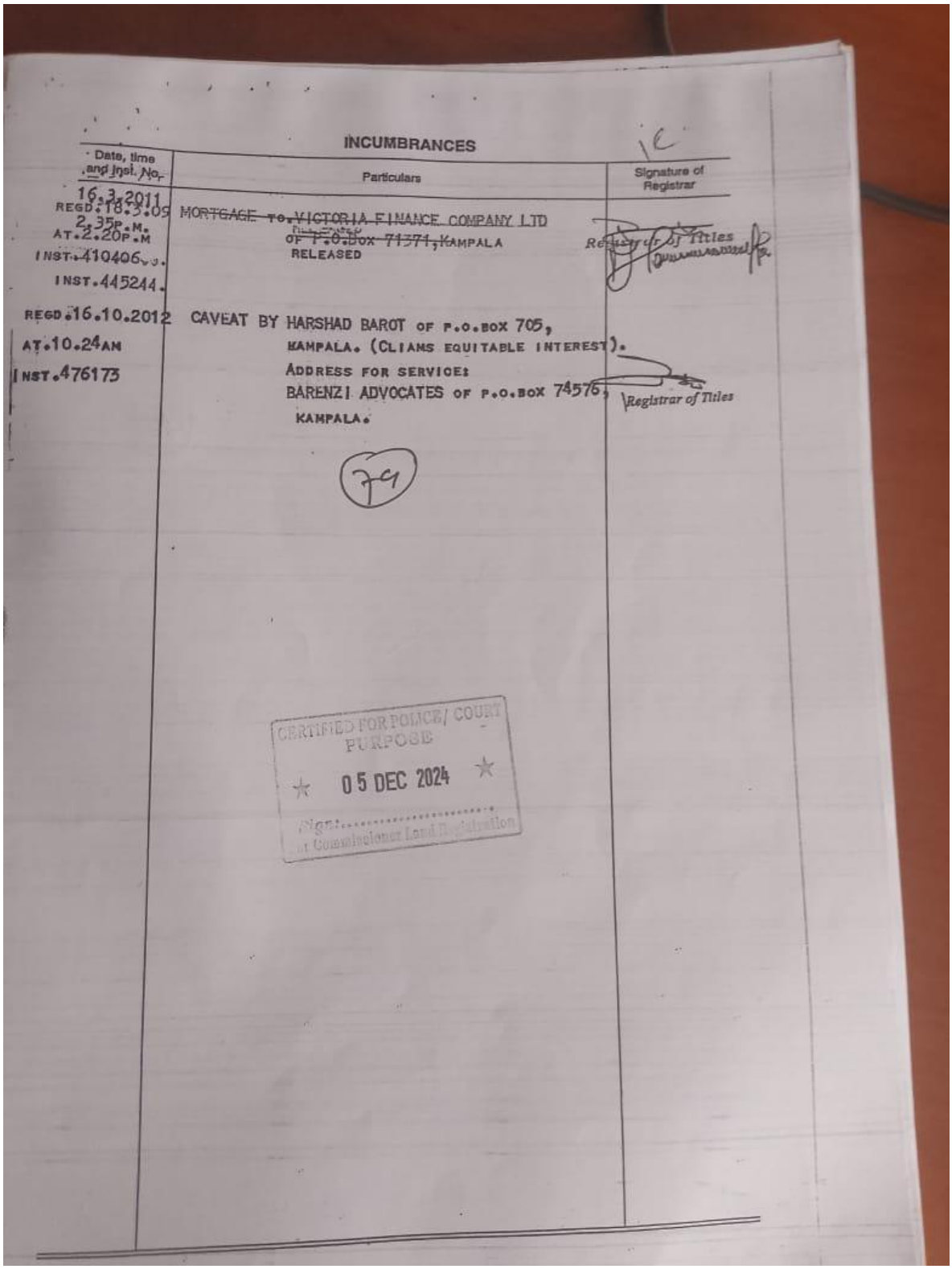
Date, time and Inst. No.	Name and Address of Proprietor	Signature of Registrar
REGD. 29. 11. 2007 AT 3.00 P.M. INST. 388817	~~HUSEIN RAJAB KAKOOZA OF P.O. Box 31308, KAMPALA~~	Senior Registrar of Titles
REGD. .. 4. 2008 AT. 12.27 P.M. INST. 394220	~~MUGOYA GASTER KYANA OF P.O. Box 4409, KAMPALA~~	Registrar of Titles.

Date of issue: 29TH NOVEMBER 2007

Registrar of Titles.

Registry Copy


KYADONDO BLOCK 12
PLOT: 1479
SHEET: 71/1/17/SW/2
SCALE: 1:2,500
L/S:
REF:
BLOCK 12
12/9/2007



INCUMBRANCES

Date, time and Inst. No.	Particulars	Signature of Registrar
16.3.2011 REGD. 18.3.09 2.35P.M. AT. 2.20P.M INST. 410406 INST. 445244	~~MORTGAGE TO VICTORIA FINANCE COMPANY LTD OF P.O.Box 71371, KAMPALA~~ RELEASED	Registrar of Titles
REGD. 16.10.2012 AT. 10.24 AM INST. 476173	CAVEAT BY HARSHAD BAROT OF P.O.BOX 705, KAMPALA. (CLIAMS EQUITABLE INTEREST). ADDRESS FOR SERVICE: BARENZI ADVOCATES OF P.O.BOX 74576, KAMPALA.	Registrar of Titles

CERTIFIED FOR POLICE/ COURT PURPOSE
05 DEC 2024
Sign:.....
Commissioner Land Registration

The Kampala District Land Board and the people you see above even without parent titles also forged leases over the private mailo land for Daudi Chwa.

This is very interesting for one would think that the District Land Board is in close relationship with the Ministry of Lands, Housing and Urban Development Mailo Office, **but it beats everyone's understanding that they have been issuing leases over H.H Daudi Chwa MRV 12 Folio 11 land and if dead his beneficiaries like they did not have constructive notice that the land had been previously titled in the Mailo Office.** Anyway maybe after **Sarah Basangwa Kulatta confiscating the records using the letter below,** then it became hard for them to have this information provided to them.

INTERNAL MEMO

To: C/S&M

C.c. PS

From: Ag.DLM/CLR

Date: 8/5/2014

RE: **RETURN OF MICROFILM RECORDS**

Joseph
This is to require you again to complete the arrangement. You need to have all the films sent by the given deadline.
15/04/14

You recall that a decision was made at the Heads of Departments meeting that you return all the microfilm records. You recall that the reason behind it was that Entebbe Mapping and Surveys was giving out information to the public which was misleading. We have discussed this on many occasions.

A case in point is Busiro Block 453 Plot 32 where you gave out information to the CIID/Commandant Land Protection Police Unit. Based on your report, it was aired on the UBC and NTV Medias that all the titles which are coming out of this land are forged and the police stated that they are basing on your report. As the author of the report I should have hoped that you would have corrected the police but so far I have not seen any response from you.

As Land Registration Department we have impressed it upon you that it is best if you are giving out microfilm information it should be complete to the present. For one reason or another you have not sent all the microfilm records.

Can you please arrange and have the microfilm records sent to Land Registration by Friday, 16th May 2014.

Sarah Kulata Basangwa
Ag.DLM/CLR

SURVEYS & MAPPING DEPARTMENT
RECEIVED
15 MAY 2014
P. O. BOX 1, ENTEBBE

INTENAL MEMO

TO: AG. DLM

C.C MINISTER
C.C ALL MINISTERS OF STATE
C.C PS

FROM: CSM

DATE: 16TH MAY 2014

RE: TRANSFER OF MICROFILM RECORDS FROM ENTEBBE LAND OFFICE TO KAMPALA HEADQUARTERS

Reference is made to your Internal Memo dated 18th November 2013, concerning the above captioned subject.

As requested please receive some of the Microfilm records which have been organized and ready for you to receive.

Microfilm records which have been sent, cover the following counties:

County	Block Name	Block Numbers	
Kyadondo	Kyadondo	27-37	}
Kyadondo	Kyadondo	249-271	}
Kyadondo	Kyadondo	265	} 6 Films
Kyadondo	Kyadondo	244	}
Kyadondo	Kyadondo	215-221	}
Kyadondo	Kyadondo	60-67	}
Busiro	Busiro	553-604	}
Busiro	Busiro	514-552	}
Busiro	Busiro	341-377	}
Busiro	Busiro	106-144	} 7 Films
Busiro	Busiro	314, 474, 476	}
Busiro	Busiro	412-466	}
Busiro	Busiro	159-194	}
Singo	Singo	1-30	}
Singo	Singo	544-577	}
Singo	Singo	472-503	} 6 Films
Singo	Singo	31-60	}
Singo	Singo	107	}

Singo	Singo	108-123 }	
County	**Block Name**	**Block Numbers**	
Bulemezi	Bulemezi	875-993 }	
Bulemezi	Bulemezi	654-706 }	
Bulemezi	Bulemezi	215-380 & 434-691	} 5 Films
Bulemezi	Bulemezi	991-1025 & 133-223	}
Bulemezi	Bulemezi	204-232 }	
Singo	Singo	629-739}	
Singo	Singo	170-189}	
Singo	Singo	303-328}	5 Films
Singo	Singo	615-650}	
Singo	Singo	367-414}	
Bulemezi	Bulemezi	297-316}	
Bulemezi	Bulemezi	741-821}	
Bulemezi	Bulemezi	70-88 }	
Bulemezi	Bulemezi	668-739}	7 Films
Bulemezi	Bulemezi	233-249}	
Bulemezi	Bulemezi	706-943}	
Bulemezi	Bulemezi	180-203}	
Kyadondo	Kyadondo	118-130}	
Kyadondo	Kyadondo	154-193}	
Kyadondo	Kyadondo	82-86	} 4 Films
Kyadondo	Kyadondo	101-117}	
Busiro	Busiro	86-101 }	
Busiro	Busiro	195-240}	4 Films
Busiro	Busiro	468-513}	
Busiro	Busiro	269-279}	
Singo	Singo	504-524}	
Singo	Singo	269-302}	
Singo	Singo	449-451}	4 Films
Singo	Singo	- -749}	
Bulemezi	Bulemezi	632-788}	
Bulemezi	Bulemezi	916-990}	
Bulemezi	Bulemezi	2-12	} 5 Films
Bulemezi	Bulemezi	32-53 }	
Bulemezi	Bulemezi	297-316}	
Agreements and Transfers			} 2 Films
Total Number of Films			**55 Films**

Please note that the Blocks were based on Counties and the Microfilm records which have been sent are of the Counties on Blocks.

I have also sent you Mr. Dan Mukiibi (Lithographer) to assist you to set-up a mini Laboratory for storing the films. There is need to make some back-ups and to procure a microfilm reader.

Please acknowledge receipt of the films.

M.N. Kajumbula
COMMISSIONER, SURVEYS AND MAPPING

The mysterious removal of such records from the land registry has led to numerous fictitious claims for land similar to this that John Bosco Muwonge and Boost Investments Limited had made had we not been woken up by the **FEDERATION OF KAMPALA HAWKERS AND VEDORS ASSOCIATIONS (U) LIMITED WHO LOOKED FOR US FOR THEY KNEW THE LAND WAS OURS AS PER THE DUE DILIGENCE THAT THEY HAD OBTAINED AS A RESULT OF HEAR SAY.** The above record also implies that the **computerized lands management information system that many people use as the source of due diligence does not make sense at all.** It's the removal of these records that helped **Godfrey Kaaya Kavuma , John Bosco Muwonge , Boost Investments Limited, David Wassajja,Ibrahim Kironde, the Buganda Land Board, Kampala District Land Board and the other people we are beginning to see here steal Daudi Chwa and George William Mawanda's Land.**

BUGANDA LAND BOARD

21st October, 2014

BLB/01/5744

(83)

CERTIFIED FOR POLICE COURT PURPOSES
05 DEC 2024
Sign:.....
For Commissioner for Oaths

Bafa Developers (U) Limited
P.O Box 2353
Kampala

Dear Sir/Madam,

RE: CONSENT TO TRANSFER KIBUGA BLOCK 12 PLOT 1479

Please refer to a letter dated 10th October, 2014 by which it was sought that the above mentioned leasehold be transferred from the names of Bafa Developers (U) Ltd into the names of Boost Investments Limited.

Consent to transfer into Boost Investments Limited is hereby given.

Prince David Kintu Wasajja

Omuk. I.K. Kabanda

Owek. Godfrey Kaaya Kavuma.

SSABASAJJA KABAKA'S
LAWFUL ATTORNEYS
Powers of Attorney Reg. No. 8976
of 2013 dated 12th July 2013

Cc. Commissioner for Land Registration
Ministry of Lands, Housing & Urban Development.
P.O.Box 7096, Kampala.

Secure your tenancy on Kabaka's Land, register your Kibanja or obtain lease now
Bulange Building-Mengo P.O.Box 14205 Kampala-Uganda. Tel: (Gen) 0312-263741/2, 0414 274891 Fax: 0414 274393
E-mail: info@bugandalandboard.or.ug, Websit: www.bugandalandboard.or.ug

Proprietorship—continued

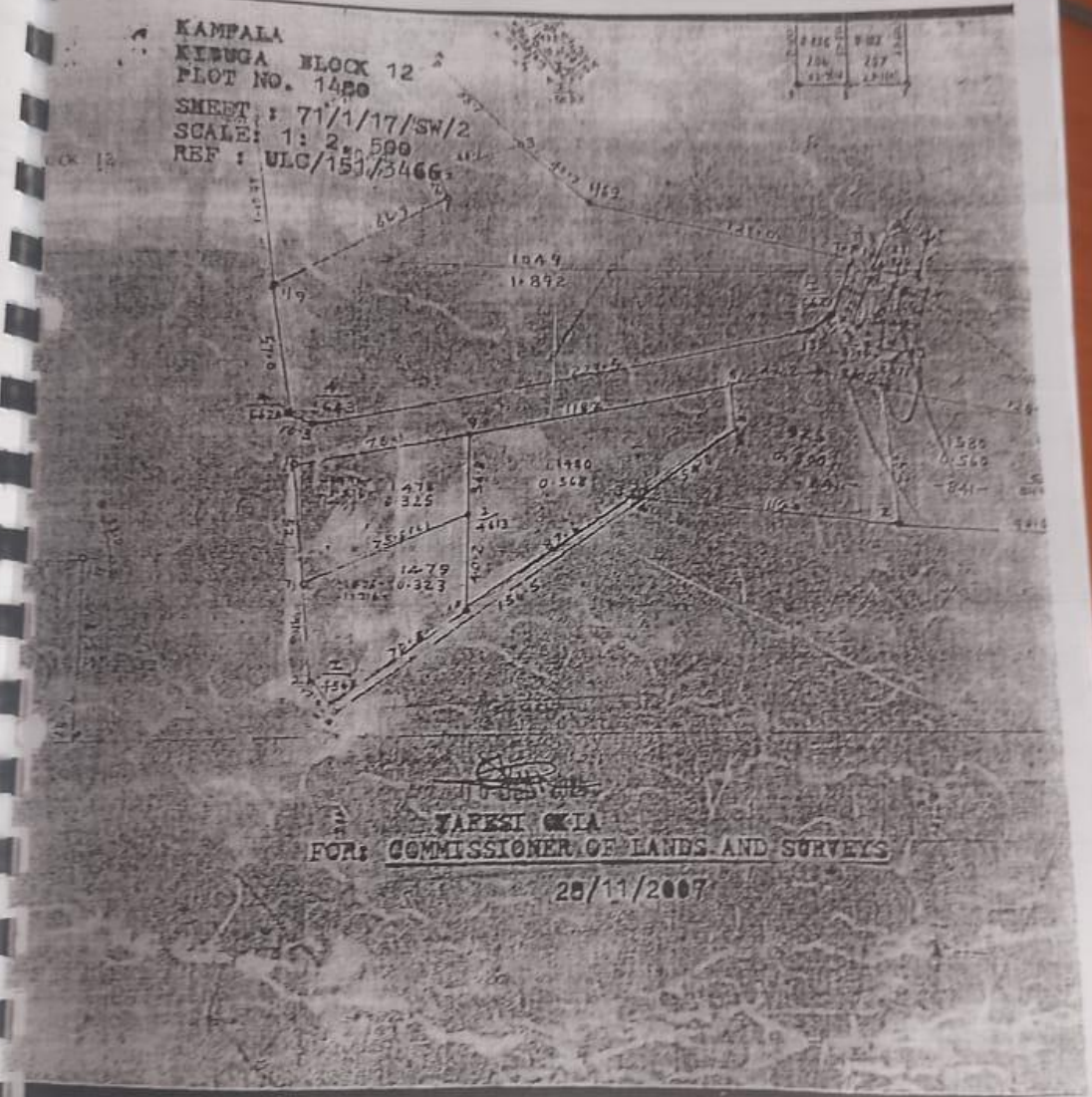
Date, time and Inst. No.	Name and Address of Proprietor	Signature of Registrar
REGD.22.3.2017 AT.12.28P.M. INST.445520.	BAFA DEVELOPERS (U) LIMITED OF P.O.BOX 2353,KAMPALA	
Regd.5.12.2014 AT.12.23P.M. Inst.KCCA00012554	BOOST INVESTMENTS L/D of P.O. Box 74576,Kampala	

82

05 DEC 2024

(87)

KAMPALA
KIBUGA BLOCK 12
PLOT NO. 1480
SHEET : 71/1/17/SW/2
SCALE: 1: 2,500
REF : ULC/151/3466.



TAKESI OKIA
FOR: COMMISSIONER OF LANDS AND SURVEYS
28/11/2007

(86)

4. When the Lessee/s shall have complied with the building covenant herein and if there shall not at the time be any existing breach or non-observance on the part of the Lessee/s of any of the covenants and conditions in this lease whether expressed or implied the said term shall be enlarged to years and months from the said day of the year construed as if the said term of automatically and this lease shall thenceforth be read and years and months had been originally granted hereby.

IN WITNESS WHEREOF the common Seal of the Lessor has hereunto been affixed and the Lessee/s has/have hereunto set his/her/their hand/s caused his/her/their common Seal to be affixed hereto the day and year first above written.

The COMMON SEAL of the Lessor was hereunto affixed in the presence of us:— UGANDA LAND COMMISSION

J. S. MAKANGA-NKANGI
Chairman

K. S. B. MUBBALA
Secretary

05 DEC 2024

SIGNED by the said HUSAIN RAJAB KAKOOZA

in the presence of:—

AUTHORISED WITNESS:—

Name .....

Address ..... Kampala

Occupation.....

HATIMI NASSER LUMWENO
H.B. HONS (MUK)
LL.M. (MANCHESTER) DIP LP (LDC)
ADVOCATE

CERTIFIED Memorial of the instrument registered in

LRV	3	8	0 7
POL			2 3

of the Register Book 29/11/07

COMMISSIONER LAND REGISTRATION

DRAWN BY:—
The Government Conveyancer,
Office of Titles,
P.O. Box 7061,
Kampala

Inst. No 388817	PROCEED ~~REJECT~~
Lodged for Registration	
at 3:00 A.M. / P.M. 29-11-2007	C.L.R.

29/11/07

(c) to complete the said buildings for occupation and use to the satisfaction of the Lessor on or before the day of the year

(d) not without the prior written consent of the Lessor to use or suffer to be used the said land and buildings or any part thereof otherwise than for special - Hospital purposes

(e) not without the prior written consent of the Lessor to erect any engine or machinery on the said land or in the said buildings save and except such engine or machinery as shall be necessary to or consistent with the user of the said land or buildings as stipulated herein,

(f) in addition to any covenant implied therein the Lessee, shall not, until he/she has completed the said buildings and obtained a final occupation permit in respect thereof, sell or sublet or part with the possession of or suffer anyone to use or confer on anybne an equitable interest or in any way mortgage the said land or buildings or any part thereof without having first obtained the written consent of the lessor,

(g) to keep insured the said buildings to the full value thereof in a responsible insurance office against loss or damage by fire and upon the request of the Lessor to produce the policy of such insurance and the receipt for the last premium and to cause all sums received in respect of such insurance to be forthwith laid out and expended in rebuilding or repairing or otherwise reinstating the said buildings and to make up any deficiency in such sums out of the Lessee's own money,

(h) not to make or allow to be made any alterations or additions to any of the said buildings nor to cut, injure or demolish or allow to be cut, injured or demolished the roof or any of the walls or floors thereof without the prior written consent of the Lessor,

(i) not at any time during the said term to use, exercise or carry on or permit to be used, exercised or carried on in or upon the said land or buildings or any part thereof any noxious noisome or offensive art, trade, business occupation or calling or to allow any act, matter or thing whatsoever to be done at any time during the said term in or upon the said land or buildings which shall or may be or grow to the annoyance, nuisance grievance, damage or disturbance of the occupiers or owners of the adjoining lands and properties.

3. IT IS HEREBY EXPRESSLY declared and agreed as follows:—

(i) that if this lease be enlarged as hereinafter provided, the rent herein reserved shall be revisable by the Lessor at any time after the expiration of the first 5 years of the said term and at intervals of not less than , 10 years thereafter,

(ii) that the cost of re-aligning, covering in or protecting any public or private services which may be on or pass under or over the said land and of any works incidental thereto shall be the liability of the Lessee/s.

Annexure "H"

(89)

BUGANDA LAND BOARD

BLB/01/6076

26th November, 2011

CERTIFIED FOR POLICE / COURT USE ONLY
05 DEC 2024
Sign:.....
For Commissioner

The District Police Commander,
Old Kampala Police Station
KAMPALA.

Dear Sir,

KIBUGA BLOCK 12 – BULENGA INVESTMENT SERVICES LTD

The above mentioned, therein referred to as tenants, are known to us and are located in Kisenyi as the occupants of the said piece of land. They are registered with us and are under the required process of obtaining a lease.

The purpose of this letter therefore, is to ask you to give them any required assistance.

Yours faithfully,

Kyewalabye-Male D.
SECRETARY/BUGANDA LAND BOARD.

cc Bulenga Investment Services Ltd

[redacted]

BUGANDA LAND BOARD

(88)

21st October, 2014

BLB/01/5915

Bafa Developers (U) Limited
P.O Box 2353
Kampala

05 DEC 2024

Dear Sir/Madam,

RE: CONSENT TO TRANSFER KIBUGA BLOCK 12 PLOT 1480 LRV 3807 FOLIO 23

Please refer to a letter dated 10th October, 2014 by which it was sought that the above mentioned leasehold be transferred from the names of Bafa Developers (U) Ltd into the names of Boost Investments Limited.

Consent to transfer into Boost Investments Limited is hereby given.

Prince David Kintu Wasajja

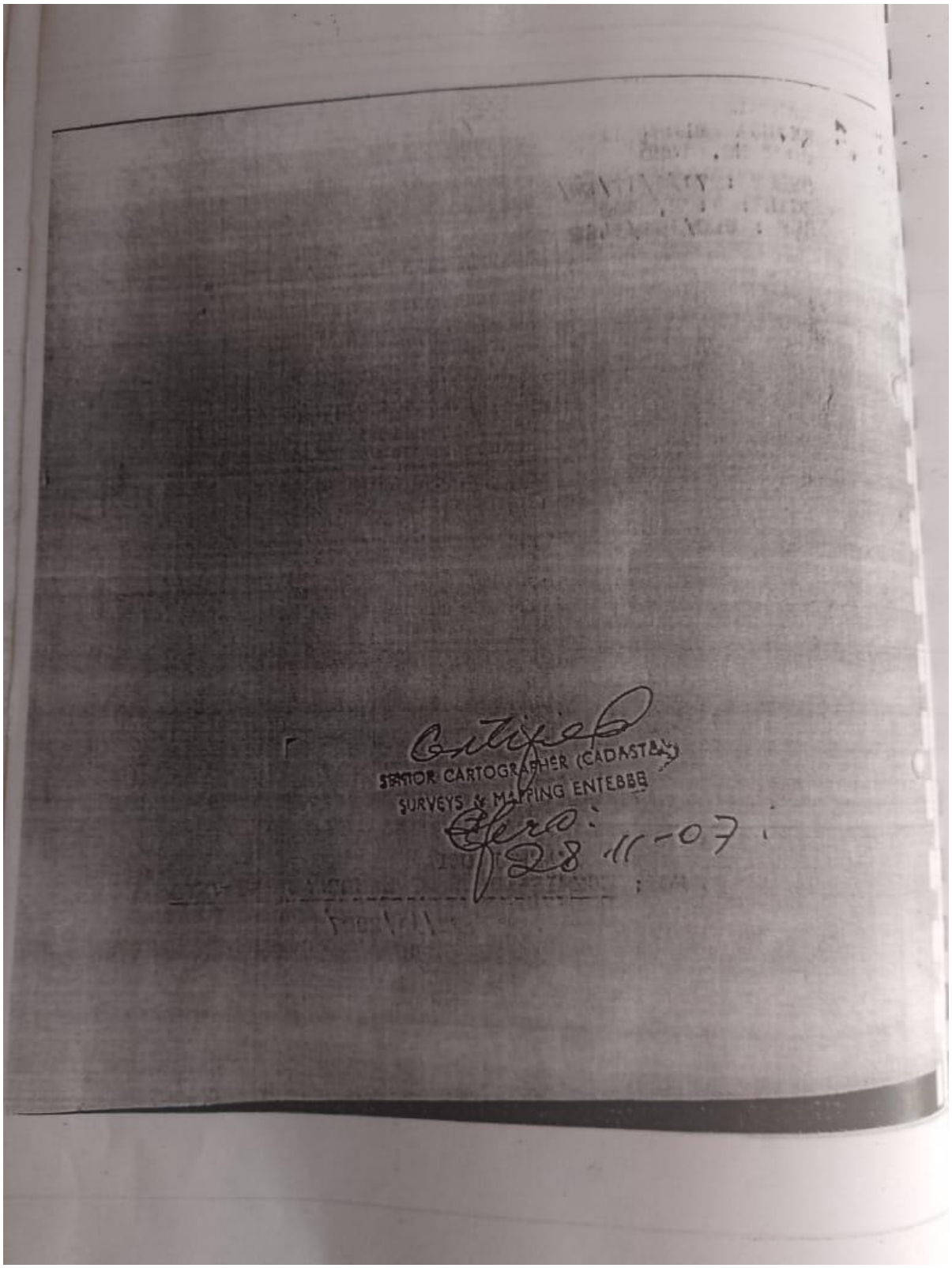
Omuk. I.K. Kabanda

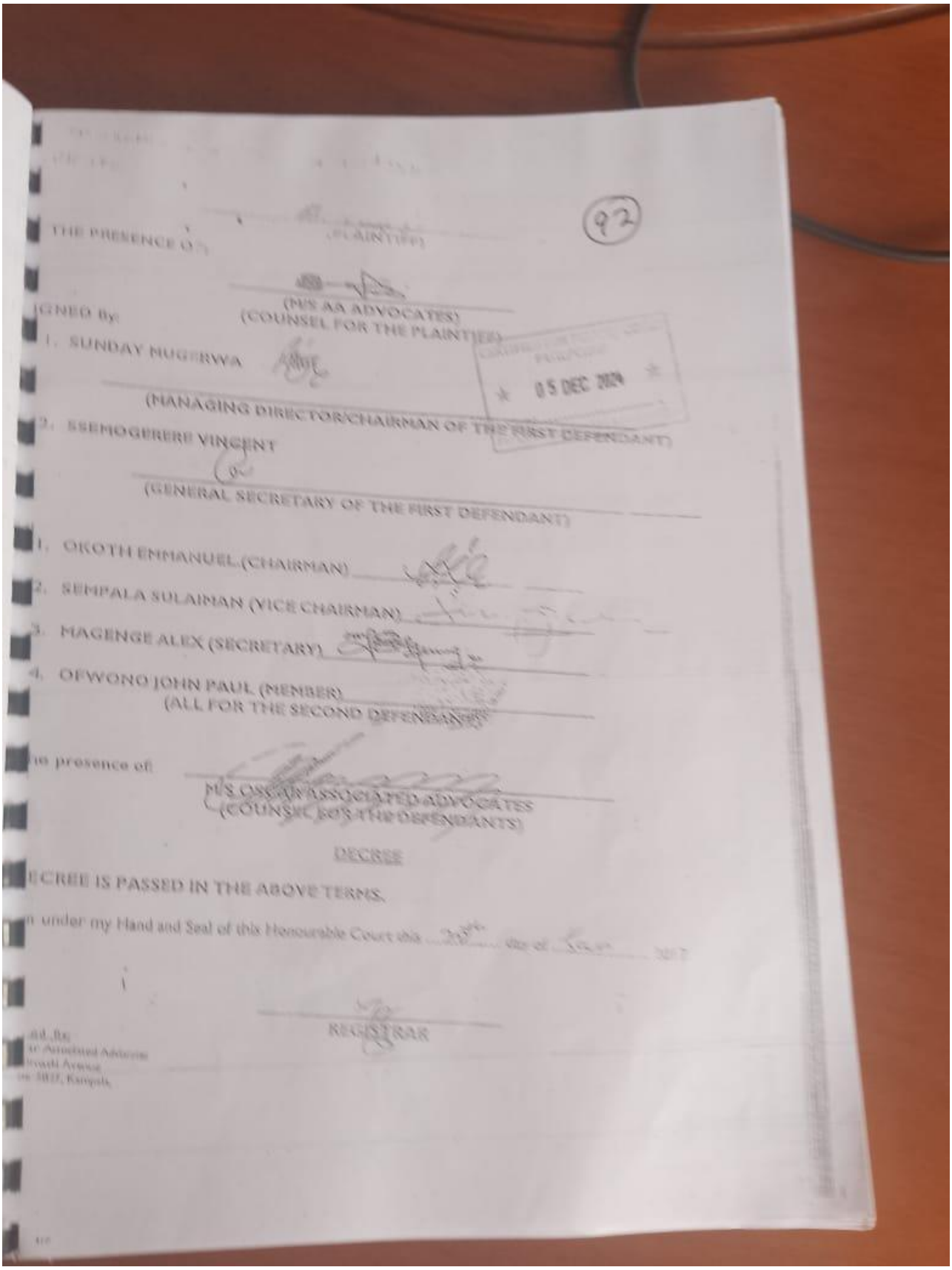
Owek. Godfrey Kaaya Kavuma.

SSABASAJJA KABAKA'S
LAWFUL ATTORNEYS
Powers of Attorney Reg. No. 8976
of 2013 dated 12th July 2013

Cc. Commissioner for Land Registration
Ministry of Lands, Housing & Urban Development.
P.O.Box 7096, Kampala.

Secure your tenancy on Kabaka's Land, register your Kibanja or obtain lease now
Tel: (Gen) 0312-263741/2, 0414 274891 Fax: 0414 274893


SENIOR CARTOGRAPHER (CADASTRE)
SURVEYS & MAPPING ENTEBBE
28.11.07



92

THE PRESENCE OF:

(PLAINTIFF)

(M/S AA ADVOCATES)
(COUNSEL FOR THE PLAINTIFF)

IGNED By:

1. SUNDAY MUGERWA

(MANAGING DIRECTOR/CHAIRMAN OF THE FIRST DEFENDANT)

05 DEC 2024

2. SSEMOGERERE VINCENT

(GENERAL SECRETARY OF THE FIRST DEFENDANT)

1. OKOTH EMMANUEL (CHAIRMAN)
2. SEMPALA SULAIMAN (VICE CHAIRMAN)
3. MAGENGE ALEX (SECRETARY)
4. OFWONO JOHN PAUL (MEMBER)

(ALL FOR THE SECOND DEFENDANT)

he presence of:

M/S OSCAR ASSOCIATED ADVOCATES
(COUNSEL FOR THE DEFENDANTS)

DECREE

ECREE IS PASSED IN THE ABOVE TERMS.

n under my Hand and Seal of this Honourable Court this 30th day of Jan 2017

REGISTRAR

ed By:
ar Associated Advocates
Kiwadi Avenue
ne 3817, Kampala

The most intriguing discovery that we are seeing here is that even after the Buganda Land Board had been rendered non extant by courts of law in the case of Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014), the directors that you will see below instead of winding it down in line with the dictates of the Company Law continued to use it as a special purpose vehicle that did land deals with fraudsters like **John Bosco Muwonge and Boost Investment Limited** among others an act that is both civil and criminally wrong and needs to be investigated by both the **Uganda Police and Uganda Revenue Authority.**

The information that you see above has only been picked as a sample for the invstigation but the detailed document that John Bosco Muwonge and Boost Investments Limited did submit with the intention of defrauding Ugandans has been attched here on below. Finally the Government of Uganda will breathe from the harrasment of **John Bosco Muwonge and Boost Investments Limited** and the hawkers and vendors too will breath.

We should all note that all objects in the universe are unique. No two things that happen by chance ever happen in exactly the same way. No two things are ever constructed or manufactured in exactly the same way," **Joe Nickell says.** "The problem with data is that it says a lot, but it also says nothing," **Sendhil Mullainathan** says. "Forensic science offers great potential, as it draws on almost every discipline and, in doing so, creates widespread opportunity for innovation, and you are beginning to see that with the true forensics done we are able to expose **John Bosco Muwonge and Boost Investment Limited Nabagereka Land fraud for the good of our country.**

WHY BOOST INVESTMENTS LIMITED OF P.O.BOX 30172, KAMPALA REGISTERED ON THE 21ST DAY OF AUGUST 2009 AT 10.44 AM UNDER INSTRUMENT NUMBER KLA 4269 AND BOSCO MUWONGE A KAMPLA LAND TITLE FORGING GURU NEED TO BE CHARGED FOR CRIMINAL AND CIVIL CONTINUING TRESSPASS.

A continuing trespass is a type of trespass where an action that initially constituted a trespass continues for a period of time, or is repeated, rather than being a one-time incident. It's essentially an ongoing or repeated violation of a person's property rights. A continuing trespass involves an unlawful act that persists over time, such as leaving debris on a neighbor's property, or not removing something placed there. It can also involve multiple instances of trespassing, like repeatedly entering someone's property without permission. Continued trespass has a few unique qualities as opposed to the basic trespass. First, situations occur where it is difficult to determine whether trespass is continuously occurring such as where someone adds a water drain that sometimes sends water onto neighboring property. Secondly, continued trespass may give rise to requests for injunctions to remove the object causing the continued injury. **Thirdly, unlike the usual trespass which would be subject to the statute of limitations from the time of the action, continuing trespass by its nature is an on-going trespass that has ceased to end, and accordingly, the statute of limitations does not apply until the trespass stops.** Lastly, because continued trespass may involve separate occurrences as in the case of the water drain, continued trespass causes litigation over whether multiple causes of action exist or whether only one exists to remedy the multiple injuries. Imagine an example where a person inserts a water drain on their property which causes their neighbor's garden to flood when it rains. If this occurs five different times, a court must decide whether these must be treated separately or together with most jurisdictions combining the injuries into one case.

Continuing trespass refers to a repeated violation of someone else's rights. It can apply to any type of infringement, but it is most commonly used to describe situations where someone repeatedly enters or uses another person's property without permission. Overall, continuing trespass is a serious violation of property rights that can have significant legal consequences. It is important for property owners to be aware of their rights and take action to protect their property from ongoing harm. A continuing trespass is a failure to remove an object (or the defendant in person) unlawfully placed on land. It will lead to a new cause of action each day for as long as it lasts **(Holmes v Wilson and others (1839) 10 A&E 503; Konskier v Goodman Ltd [1928] 1 KB 421).**For example, in **Holmes v Wilson and others (1839)** the Ds built supports for a road on P's land. The Ds paid damages for the trespass, but were held liable again in a further action for failing to remove the buttresses. Trespass to land is an intentional tort. However, intention for the act is required, not an intention to trespass. Consequently, deliberate entry is required and lack of knowledge as to trespass will not be a defence **(Conway v George Wimpey & Co [1951] 2 KB 266, 273).**

A negligent entry is possible and was considered in **League Against Cruel Sports v Scott [1986] QB 240.**The Ps owned 23 unfenced areas of land. Staghounds used to enter the land in pursuit of deer. The Ps sued the joint Masters of the Hounds for damages and sought an injunction against further trespasses. Park J issued an injunction in respect of one area restraining the defendants themselves, their servants or agents, or mounted followers, from causing or permitting hounds to enter or cross the property. Damages for six trespasses were awarded. The judge said: "Where a master of staghounds takes out a pack of hounds and deliberately sets them in pursuit of a stag or hind knowing that there is a real risk that in the pursuit hounds may enter or cross prohibited land, the master will be liable for trespass if he intended to cause the hounds to enter such land or if by his failure to exercise proper control over them he causes them to enter such land." We all need to know that as **Boost Investments Limited Of P.O.Box 30172,**

Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru terrorizes the people on Uganda where he owns no property at all he is liable for criminal and civil trespass. For criminal trespass Boost Investment Limited together with John Bosco Muwonge will have to be investigated by the Uganda Police and his felonies based on the evidence that we have will include **fraud, conspiracy to defraud, forgery of instruments, continuous criminal trespass and malicious damage to property that he caused onto the 890 people whose properties he destroyed when he hired goons to vacate people from land on which Ugandans where peacefully doing business with the intention to drive the country forward.**

Under civil law for continuous trespass, John Bosco Muwonge and Boost Investment Limited will be charged for damages, costs and mesne profits as we did see in Mense Profit (i.e. rent) in the case of **Inverugie Investment v Hackett [1995].** A 'direct' incursion on another's land, means that a foreign object has been allowed to make contact on someone else's land. Sometimes the line between directness and indirectness is not so clear **(see, for example, Gregory v Piper (1829))**.The action has to be deliberate (i.e. intentional) but you don't have to intend for it to be trespass (i.e. trespass still exists even if you think you are doing nothing wrong) **See J A Pye (Oxford) Ltd v Graham (2003).**

The as Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru is very similar to that we see in **LEAGUE AGAINST CRUEL SPORTS LTD Versus SCOTT AND OTHERS, Date of Decision: 02 April 1985,Citation: 1985 LawSuit(UKHC) 143.** In **League Against Cruel Sports Ltd v Scott and Others,** the court ruled in favor of the League against the hunt master, finding him guilty of trespass. The court determined that the hunt master's indifference to the dogs repeatedly entering the League's land while

continuing to hunt near the property constituted an intentional trespass. The League owned multiple plots of land used as nature reserves, and the court found that the hunt master's actions demonstrated an intention to trespass. The **League against Cruel Sports** is a charity that **works to prevent animals from being harmed or killed for sport.**

In this case we have to protect Ugandans against the oppression of these people who pose as rich men who indeed connive with the officials of the **Ministry of Lands, Housing and Urban Development and the people running the corporate façade Buganda Land Board** forge titles like we have seen **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru terrorizes the people on Uganda where he owns no property at all he is liable for criminal and civil trespass** then use such instruments to put the Government of Uganda at ransom and to treat the people of Uganda like destitute in their bid for primitive wealth accumulation by any means necessary hence making people believe that Uganda is lawless and treats have-nots with high level impunity. **Trespass is a continuous tort**, each day the trespasser remains on the land there is trespass and therefore the issue of **limitation does not arise**.

To prove **a continuous criminal trespass**, evidence demonstrating the initial unlawful entry onto the land, combined with evidence of a failure to leave after being asked to do so, is crucial. This includes showing that the defendant was on the land without permission and, after being requested to leave, continued to stay. Additionally, the prosecution must prove the defendant's intent to annoy, insult, or intimidate the property owner. Case law emphasizes the importance of establishing the defendant's unlawful presence on the land and their failure to vacate after being told to do so.In **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru**

terrorizes the people on Uganda where he owns no property at all he is liable for criminal and civil trespass the following will be very important;

1. **Initial Unlawful Entry**: The prosecution must establish that the defendant entered the land without the owner's consent or permission.
2. **Demand to Leave:** The land owner must have clearly communicated to the defendant that they should leave the property.
3. **Failure to Vacate:** The defendant's continued presence on the land, even after being asked to leave, constitutes a continuing trespass.
4. **Intent to Annoy, Insult, or Intimidate:** In some cases, the prosecution may need to demonstrate that the defendant intended to cause distress or intimidation to the property owner through their presence on the land.

Relevant Case Law to the criminal matter for continuous trespass for which Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru will be charged when the state takes him on for the felonies we are talking about herein:

1. **Uganda v Opio (Criminal Case No 0112 of 2014) 2017** highlights that a criminal trespass charge requires proof of criminal intent, not just an unlawful act.
2. **Criminal Appeal No. 40 OF 2023 (HCT-00-CR-CN-0040-2023),(Arising From Makindye Chief Magistrates Court Criminal Case No. 575/ 2021) SSEKANDI JOHN vs UGANDA** illustrates how evidence of the defendant's actions on the land, such as grading the land, can be used to prove criminal trespass.
3. In **Civil Suit Number 382 of 2020 ,Kagiri Sinan and Nagadya Shadia v. Tamale Christopher, Muguzi Dennis and Ronald Kasozi**

demonstrates the importance of establishing ownership of the land and the defendant's unlawful entry.

4. In **Amon v. Uganda**, a case of criminal trespass, the court addressed the issue of whether an individual's entry onto land with the intent to annoy the possessor constituted the offense of criminal trespass. The court found that the actions of the accused, which included destroying a markstone and entering onto the land, were intended to annoy the complainant, thus establishing the elements of criminal trespass beyond a reasonable doubt. **Amon v. Uganda** shows how witness testimony, even if hearsay, can contribute to proving a criminal trespass charge, provided it is supported by other evidence.
5. **Sebagula Aron v Uganda (Criminal Appeal 19 of 2023)** emphasizes that the prosecution must prove all the elements of the crime beyond a reasonable doubt.
6. Elineo Mutayaba v. Uganda demonstrates how a court may order a defendant to vacate the premises after being convicted of criminal trespass.
7. **Abura Ben Watson v Uganda (Criminal Appeal No 246 of 2015) 2020 UGCA 2100 (15 September 2020)** clarifies that the prosecution needs to prove the defendant's intent to annoy, insult, or intimidate.

In the case that we are seeing for **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru terrorizes the people of Uganda where he owns no property at all he is liable for criminal and civil trespass,** all the above grounds can be successfully proved by the land owners we have discovered in this matter.

ADDITIONAL EVIDENCE DRAWN BY THE GOVERNMENT OF UGANDA THAT ACTUALLY PROVES THAT THE LAND IN QUESTION IS OWNED BY DAUDI CHWA AND IF DEAD HIS LINEAL DESCEDANTS THAT WAS MADE BY THE GOVERNMENT OF UGANDA SURVEYS AND MAPPING .

F.C.A	110.0 acres
Owner	H.H Daudi Chwa Kabaka II
Date	18th October 1912

See Annex 2

3 Cadastral "Cartridge" map sheet 71/17/SW/4 71/1/17/SE/3

Kibuga Block 12 Marked PIN 33

4.33 acres along Mengo road to junction on Ring Road, were granted under G.409, under MD 457, which were past of F.C 8639 which were leased to Uganda Co.Ltd.

The fire brigade H.Q and fire station ,marked 27,on fish pond, Nakivubo settlement marked plot 20-22 Nakivubo Primary school Marked 2-14 along katwe road U.E.B marked 5 along Queens way, plot 1-15 along Katwe Road "Usafi", all meatering 26.00 acres; were all part of kibuga block 12 under F.C 8639,that were transferred to crown land.

See Annex 3

According to the available record,the said under F.C 8639 at Mengo, was subdivided into 04 plots which were distributed to some of the abalangira and abambejja of Ssekabaka Sir Daudi Chwa II.

Please find here with attached copies of the available records.

Jasper Kakooza
For: Permanent Secretary

SURVEYS & MAPPING DEPT. RECEIVED P.O. BOX 1, ENTEBBE

UGANDA GOVERNMENT
LANDS AND SURVEY DEPARTMENT
INSTRUCTION TO SURVEY

Instruction No.
F.O 8639

Class of Survey
2nd Class

.O.M.P. No.

The No.
SJ 106

Sheet Number

Block No.

Other References

TO: PRIME SURVEYS AND DIGITAL MAPPING CONSULTANTS

Re - F.O 8639 - Block 12 Plot 20-22, 27-2 -14-1 15-5, 88 Acres Kyadondo Kibuga Plot mention by Residue

Please undertake the survey of the above Survey for:

H.H. Daudi Chwa

Control: Use UTM data in the area

SURVEYS & MAPPING DEPARTMENT
RECEIVED
P.O. BOX 1, ENTEBBE

E.W. OGARO
AG. COMMISSIONER OF SURVEYS AND MAPPING
18/09/2020

THE REPUBLIC OF UGANDA

MINISTRY OF LANDS, HOUSING
AND URBAN DEVELOPMENT
P.O. BOX 7096
KAMPALA, UGANDA

In all correspondence on
this subject please quote file: LAD 13/14/01

8th August, 2012

Umumbejja Mpologoma Edith
P O BOX
Kampala

RE: **REPORT ON KIBUGA BLOCK 12 UNDER F.C 8639 AT MENGO KYADONDO.**

A search has been made on cartridge maps kampala block map, and any other relevant records /documents on kibuga block 12 under F.C 8639 at mengo kyadondo and the findings are that at the time of taking these available records on the said land above are as follows:

1 Cadastral "cartridge" map sheet 71/1/17/SW/4 and 71/1/17/SE/3

(i) Kibuga Block 12 marked pin 33

Place Mengo Kyadondo Kampala Mengo.

F C	8639
P.C	5091
F.C.A	110.0acres
Owners	Kabaka II
Date	1907

See Annex 1

2 Cadastral "cartridge" map sheet 71/1/17/SW/4 and 71/1/17/SE/3

(i) Kibuga Block 12 Marked PIN 33

Place Mengo Kyadondo Kampala Mengo

F.C	8639
P.C	5091

F.C.A	110.0 acres
Owner	H.H Daudi Chwa Kabaka II
Date	18th October 1912

See Annex 2

3 Cadastral "Cartridge" map sheet 71/1/17/SW/4 71/1/17/SE/3

Kibuga Block 12 Marked PIN 33

4.33 acres along Mengo road to junction on Ring Road, were granted under G.409 under MD 457, which were past of F.C 8639 which were leased to Uganda Co Ltd.

The fire brigade H.Q and fire station ,marked 27,on fish pond, Nakivubo settlement marked plot 20-22 Nakivubo Primary school Marked 2-14 along katwe road U.E.B marked 5 along Queens way, plot 1-15 along Katwe Road "Usafi", all meatering 26.00 acres, were all part of kibuga block 12 under F.C 8639,that were transferred to crown land.

See Annex 3

According to the available record,the said under F.C 8639 at Mengo, was subdivided into 64 plots which were distributed to some of the abalangira and abambejja of Ssekabaka Sir Daudi Chwa II.

Please find here with attached copies of the available records.

Jasper Kakooza
For: Permanent Secretary

SURVEYS & MAPPING DEPARTMENT
RECEIVED
P.O. BOX 1, ENTEBBE

The clear copy for this can be obtained from Omumbejja Faridah Mpologoma who is the ultimate beneficiary spear heading this cause to ensure that the Government of Uganda is not defrauded Ugx 325,183,000,000/-(Uganda Shillings Three Hundred Twenty Five Billion One Hundred Eight Three Million) that has been asked for as a result of the scheme of fraudulent contrivance that has been hatched between **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru, The Buganda Land Board Corporate Façade whose details you will see below, and Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit,KCCA and the Mr. Nyumba, the Permanent Secretary who will be now have to be held liable for aiding and abetting the crimes that include Forgery,Fraud and Consipiracy to commit felonies under the applicable laws of Uganda.**

THE LAND IN QUESTION LOCATED AT FORMER NABAGEREKA PRIMARY SCHOOL ON MWANGA 11 ROAD IN KISENYI OPPOSITE GWANDA SGHOPPING MALL FALLS UNDER THE UNWILLED LANDS THAT ARE LEFT FOR OMULANGILA GOERGE WILLIAM MAWANDA WHO IS NOW DEAD AND IN THIS CASE IS BEING PURSEUED BY OMUMBEJJA FARIDAH MPOLOGOMA,DAUDGHTER OF THE LATE OMULANGILA GEORGE WILLIAM MAWANDA

(HERE WE INSERT THE COPY OF THE WILL FOR THE LATE HIS HIGHNESS DAUDI CHWA TO PROVE THE PRIOR PRESENTS)

(WILL NOT PLACED BECAUSE OF CLASSIFIED REASONS)

WE WILL NOT MAKE IT PUBLIC

WHY OMUMBEJJA FARIDAH MPOLOGOMA IS THE MOST APPROPIRIATE PERSON TO SAVE UGANDANS THAT BELONG TO THE FEDERATION OF KAMPALA HAWKERS AND VENDORS ASSCOAITION (U) LIMITED LOCATED AT FORMER NABAGEREKA PRIMARY SCHOOL ON MWANGA 11 ROAD IN KISENYI FROM THE WRATH OF Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru terrorizes the people of Uganda where he owns no property at all he is liable for criminal and civil trespass,

Whether a beneficiary of an estate of a deceased intestate has locus standi to protect and even sue in respect of that estate before acquisition of a grant of letters of administration has been handled in the Ugandan Courts and has been answered to the affirmative in the Uganda Courts by Lord Justice Stephen Mubiru in the case of **Dima. Dominic Poro Vs Inyani Godfrey Civil Appeal No.17 of 2016** which wisdom is applicable in the case we are handling for Omumbejja Faridah Mpologoma, Daughter of the late George William Mawanda taking on **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** with the intention of saving their family land and also saving the Hawkers and Vendors of Kampala from the unhumane way they are being treated by **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru**.

Firstly, the issue of locus standi is a pure point of law that can properly be raised as a preliminary objection. In determining such a point, the court is perfectly entitled to look at the pleadings and other relevant matter in its records **(see Mukisa Biscuit v. West End Distributors [1969] EA 696 and Omondi v. National Bank of Kenya Ltd and others, [2001] 1 EA 177).**

The term locus standi literally means a place of standing. It means a right to appear in court, and, conversely, to say that a person has no locus standi means that he has no right to appear or be heard in a specified proceeding. **(see Njau and others v. City Council of Nairobi [1976–1985] 1 EA 397 at 407).** To say that a person has no locus standi means the person cannot be heard, even on whether or not he has a case worth listening to.

It is trite that save in public interest litigation or except where the law expressly states otherwise, such as **article 50 (2) of The Constitution of the Republic of Uganda, 1995** which confers on any person or organisation the right to bring an action against the violation of another person's or group's human rights, for any person to otherwise have locus standi, such person must have **"sufficient interest"** in respect of the subject matter of a suit, which is constituted by having; an adequate interest, not merely a technical one in the subject matter of the suit; the interest must not be too far removed (or remote); the interest must be actual, not abstract or academic; and the interest must be current, not hypothetical. The requirement of sufficient interest is an important safe-guard to prevent having "busy-bodies" in litigation, with misguided or trivial complaints. If the requirement did not exist, the courts would be flooded and persons harassed by irresponsible suits.

When considering a similar issue before, in **Magbwi Erikulano v. MTN (U) Limited and another, H. C. Civil Appeal No. 27 of 2012**, **Lord Justice Stephen Mubiru** expressed the view, which he still hold, that the provisions of **section 191 of The Succession Act** were **never meant to abolish customary inheritance of land or proscribe the enforcement of proprietary rights** so accruing under that legal regime. According to **section 14 (2) (b) (ii) of The Judicature Act**, the jurisdiction of the High Court is to be exercised subject to any written law and insofar as the written law does not extend or apply, in conformity with any established and current custom or usage. At the same time, **section 15 (1) of that Act** confers on the High Court the right **to observe or enforce the observance of, and**

not to deprive any person of the benefit of, any existing custom, which is not repugnant to natural justice, equity and good conscience and is not incompatible either directly or by necessary implication with any written law. Similar provisions are found in **section 10 of The Magistrates Courts Act.**

By those provisions, customary law and common law are placed on equal footing, with both systems being subordinate to the Constitution and any statutory law. By effect, these provisions allow for legal pluralism, being the recognition within any society that more than one legal system exists to govern the society and to maintain the social order, but without the guarantee that each system will be treated equally. Customary laws and institutions are not completely eliminated although their reach is greatly diminished as their application is relegated to instances where the formal, state-sanctioned laws permit.

Although, their role has been significantly diminished, customary laws and institutions continue to play a significant role in the lives of large segments of the population in Uganda, in matters that impact greatly on their day-to-day lives, such as inheritance to land. Significantly, for large segments of the rural population, customary laws and institutions are the only available means of acquisitions of land. Therefore although **section 1 of *The Succession Act, Cap 162*** stipulates that except as provided by the "Act, or by any other law for the time being in force," the provisions in the Act shall constitute the law of Uganda applicable to all cases of intestate or testamentary succession, and despite the fact that this Act sought to provide a uniform testate and intestate succession law that is applicable throughout Uganda, it could never have been the intention of Parliament to abolish customary law of inheritance. This view is further supported by the fact that **section 2 (1) of *The Succession Act (Exemption) Order*, Statutory Instrument 139-3 made under the provisions of section 334 of *The Succession Act***, which provided that all Africans of Uganda were exempted from the operation of the Act **(see also for comparison *Benjawa***

Jembe v. Priscilla Nyondo (1912), 4 EACA 160, 161 **and** ***Miney Frances v. Samuel Bartholomew Kuri as Administrator of the Estate of Samuel Nelson Bartholomew deceased (1951), 24 KLR 1*****).** The phrase "or by any other law for the time being in force" should therefore be interpreted to include existing custom, which is not repugnant to natural justice, equity and good conscience and is not incompatible either directly or by necessary implication with *The Succession Act* **(see also *The Administrator General v. George Mwesigwa Sharp C. A. Civil Appeal No. 6 of 1997*).**

The fact that the Act recognizes and makes provision for "customary heirs" as persons recognized by the rites and customs of the tribe or community of a deceased person as being the customary heir of that person and thus entitled to share in the property of the deceased as such, notwithstanding that in ***Law Advocacy for Women in Uganda v. Attorney General, Constitutional Petitions Nos. 13 of 2005 and 5 of 2006,*** it was held that **section 27 of *The Succession Act* is inconsistent with and contravenes Articles 21 (1) (2) (3) 31, 33(6) of *The Constitution of the Republic of Uganda, 1995*** and is thus null and void for being discriminatory in so far as it does not provide for equal treatment in the division of property of intestate of male and female, it creates room for a liberal and harmonious application of both the legislative and customary law regimes in matters of intestate succession to land by the enforcement of customary inheritance practices which are not incompatible with the constitutional guarantee of equality. Customary law in this context influences the application and implementation of legal rules regarding rights to land of a deceased intestate.

On the other hand, **Article 37 of *The Constitution of the Republic of Uganda, 1995***, guarantees to every citizen, the right as applicable, to belong to, enjoy, practise, profess, maintain and promote any culture, cultural institution, language, tradition, creed or religion in community with others. Moreover, **Article 247 of *The Constitution of the Republic of Uganda, 1995*** requires courts to construe existing law with such modifications,

adaptations, qualifications and exceptions as may be necessary to bring it into conformity with the Constitution bearing in mind as well that Article 126 (1) thereof too requires such application to be in conformity with law and with the values, norms and aspirations of the people. Customary laws and protocols are central to the very identity of many local communities. These laws and protocols concern many aspects of their life. They can define rights and responsibilities on important aspects of their life, culture, use of and access to natural resources, rights and obligations relating to land, inheritance and property, conduct of spiritual life, maintenance of cultural heritage, and many other matters.

Customary practices of inheritance impact directly on the right to culture (of course excluding rules which treat people unequally or which limit other rights in a way which is unreasonable and goes against the spirit of the rest of the fundamental rights). In many traditional communities in a rural setting, a majority of the people identify with customary laws of inheritance and conduct their lives in conformity with them. When the determination of rights in land, which in the lifetime of the deceased were governed by local customary rules generally regulating transactions in such land, individual, household, communal and traditional institutional ownership, use, management and occupation thereof, which rules are limited in their operation to a specific area of land and a specific description or class of persons, but are generally accepted as binding and authoritative by that class of persons or upon any persons acquiring any part of that specific land, and suddenly upon death the rights of successors to the land are instead considered in accordance with the strict application of provisions in legislative enactments, such strict application of the legislative regime creates deficiencies in inheritance rights resulting from the non-recognition of those customary inheritance practices. The crucial consequence of such strict application is that it creates tensions between the legal and customary transmission of rights in land, in respect of land governed by customary law.

In the rural traditional community setting, interwoven into all interactions between family and community members are the dual concepts of shame and respect. Shame and respect create the parameters for interactions and create the framework for customary law. One reason that customary law is more often used than written law in relation to family and community relations is that it embodies the notions of shame and respect. Where conflicts exist between customary law and written law, customary law generally prevails in the villages because written law often fails to reflect the reality of the villagers' lives. Enactments which disregard the value and strength of these cultural norms are barely embraced. Without an understanding of these fundamental norms of behaviour, such enactments and the decisions based on them quickly become irrelevant. In the result, legal rules do not automatically change or override customary law. Rather, legal rules support change and the desire for change, but real change only occurs when it is no longer shameful or disrespectful to behave in the manner mandated by the legal rule. The better option therefore is to make determinations of transmission of rights to land held customarily within a framework of interdependence between customary law and statutory law rather than exclusively on the basis of statutory law.

The struggle of maintaining customary law as a legal system while adhering to the expectations of statutory law and developments in the modern world reflects another battle: that between an idyllic world and the reality of traditional societies. For example in the instant case, **section 191 of *The Succession Act*** provides that no right to any part of the property of a person who has died intestate shall be established in any court of justice, unless letters of administration have first been granted by a court of competent jurisdiction. These formal conscripts of ownership and inheritance stand in stark contrast to the patterns of descent-based succession and family property arrangements in the countryside characterized by local normative conventions. It may be appropriate for the court to adopt a narrow, restrictive interpretation that limits the application of this provision to disputes involving distribution of an estate of a deceased

person among persons claiming entitlement thereto, where the dispute is over who the beneficiaries are and their shares, rather than in resolving disputes involving third parties to the estate of the deceased where a less restrictive definition is more appropriate if the ideal of justice administered in conformity with law and with the values, norms and aspirations of the people is to be realized.

Omumbejja Faridah Mpologoma claims ownership of the land in dispute through customary inheritance against **a person alleged to have encroached upon and taken over part of that estate.** To resolve their dispute by reference to the fact that **Omumbejja Faridah Mpologoma** has never taken out letters of administration as required by **section 191 of *The Succession Act*** and **applying the narrow restrictive interpretation of that section leads inevitably to a decision based on technicality, which would in the circumstances of this case be a failure on the part of the court to deliver and administer substantive justice in what for all intents and purposes would be undue regard to technicalities in the law of succession.** It is better for the resolution of their dispute that the claim to customary inheritance be resolved by harmonious application of the relevant customary law and statutory law principles rather than exclusively on the basis of statutory law.

Since the requirement of sufficient interest in the subject matter of litigation is the determinant of the existence or otherwise **of *locus standi***, with the consequence that a person without sufficient interest in the subject matter of litigation cannot be heard, then **section 191 of *The Succession Act*** is procedural and merely enabling, rather than a jurisdictional provision. It is not intended to disenfranchise beneficiaries as persons lacking in ***locus standi*** but it is rather designed;- to have the estate administered under the guidance and protection of the Court; to facilitate the determination of the persons entitled to share in the estate and the extent of the shares to which they are entitled; to facilitate collection of debts by identifiable persons who succeed to the estate of the deceased

creditor; to protect debtors against rival claimants and provide an identifiable person who can give them complete discharge of the debts by requiring that moneys forming part of the estate are paid to a person who has been considered suitable for the grant; and to prevent the courts from being flooded with litigation from multiple beneficiaries coming one by one. **Section 191of *The Succession Act*** only acts as a bar to the establishment of rights under intestacy unless letters of administration have been granted. Because does not concern who are to be the beneficiaries but the appointments of administrators, that provision deals with procedure and not with devolution of property, which is a matter of personal law, but rather with the transmission of property which is a matter of general law, and forms part of the machinery under the general law for the transmission of the property of the deceased.

That being the case, by virtue of their status only, beneficiaries of an intestate cannot be said to lack sufficient interest in the subject matter, at least as persons who have suffered a legal grievance, where the issue at hand is an alleged intermeddling or deprivation of any part of the estate by third parties, or as persons directly and wrongfully deprived or likely to be deprived of their legal interest in the estate or whose title to the estate is wrongfully affected, especially when the nature of the injury or loss suffered or likely to be suffered is personal to them. They are persons adversely affected by the impugned conduct of the defendant / respondent. The beneficiaries as interested persons, either directly or through their customary heir or legal representative, are the best litigants since their interest in the estate ensures that they present the case as well as it can be presented. Disputes between third parties and beneficiaries of an intestate cannot be side-stepped by clinging to a narrow technical view of ***locus standi***.

It has been argued that under **section 191 of *The Succession Act***, a person can only sue on behalf of the estate of a deceased person, if he or she has obtained letters of administration. This argument sounds attractive in light

of **sections 180 and 192 of *The Succession Act*,** by virtue of which an administrator has no title to the property of a deceased intestate until he or she obtains letters of administration, and the moment such letters are granted, all rights belonging to the intestate vest in the administrator as effectively as if administration had been granted at the moment after his death. However, until this happens, the law cannot tolerate an interval between the testator's death and the vesting of the property. Rights in property cannot, even for a fraction of a second, remain in abeyance. It is the reason why, save for intermediate acts tending to the diminution or damage of the intestate's estate, **section 192** deems a grant to operate "as if the administration has been granted at the moment after his or her death." The title of the administrator, though it cannot exist until the grant of administration, relates back to the time of the death of the person in respect of whose estate the administration has been granted.

Nobody can dispute the fact that letters of administration, if granted to an administrator, are advantageous from many points of view, but that of itself is not enough to deprive beneficiaries of an intestate of ***locus standi*** in taking legal action intended to protect and preserve the estate before grant. On closer examination of the plain phraseology of section 191 of *The Succession Act*, it would appear that the only category of suits whose pursuit necessitates prior issuance of a grant of letters of administration are suits involving establishment of a "right to any part of the property of a person who has died intestate," in light of the fact that its primary intention is to have the estate administered under the guidance and protection of the Court. From that perspective, this provision is directed to persons who "claim a share" in the estate, i.e. persons claiming to inherit or succeed to the property of a person intestate, upon his or her death, where the dispute concerns the apportionment of the estate or any part thereof or disputes as to the persons to whom or by whom debts are payable. This is because a beneficiary cannot be said to have any well-defined share in the estate at any moment upon death of the intestate, until such estate is distributed. But even in those types of claims in which a grant is required, there well may be

exceptional situations where a suit ought to proceed before the grant is obtained, save that no decree should be passed before a grant has been produced.

As a matter of principle, a beneficiary has standing to sue in his or her own right provided the interests which such beneficiary seeks to protect are germane to the estate and the claim nor the relief sought requires individual participation of the rest of the beneficiaries. The scope of **section 191 of *The Succession Act*** is limited to an action in which a party seeks to establish a right to any part of the property of the intestate. **It does not deal with recovery, preservation and protection of the estate. Absence of a prior grant would not debar the maintenance of a suit whose purpose is to claim, preserve and protect the estate of the deceased, wherever it may be lying. It appears to me that there is no such impediment on the rights of beneficiaries.**

Whereas **section 180 of *The Succession Act*** provides that an administrator of a deceased person is his or her legal representative for all purposes, suggesting therefore that a legal representative is a person to whom a grant of letters of administration has been made under ***The Succession Act*, section 2 (k) of *The Civil Procedure Act*** on the other hand defines a "Legal Representative" as a person who in law represents the estate of a deceased person. The latter definition is inclusive in character and its scope is wide. It is not confined to administrators but includes persons who may or may not be the administrator of the estate, representing the estate of the deceased person. It includes persons who would be entitled to succeed to the personal or real estate of the deceased. It should also be noted that where a judgment debtor dies before the decree has been fully satisfied, it is possible to execute the decree against any person who has intermeddled with the estate of the deceased **(see section 37 (1) of *The Civil procedure Act*).** It therefore is not a surprise that in ***Panayotis Nicolaus Catravas v. Khanubhai Mohamed Ali Harji Bhanji [1957] EA 234*** the Court while dealing with a provision similar to

section 2 (k) in the Tanzania Civil Procedure Code, it stated: "under **section 2 (11) of *The code of Civil Procedure*** "Legal representative" means a person who in law represents the estate of a deceased person and includes any person who intermeddles with the estate of the deceased. The expression therefore is not limited to administrators but includes persons, who without title as administrator, are ***de facto*** possessors of the estate of the deceased or otherwise, depending on the context, in law regarded as representing the estate of a deceased.

For the foregoing reasons, when the Supreme Court in its decision in the case of ***Israel Kabwa v. Martin Banoba Musiga, S. C. Civil Appeal No. 52 of 1995*** upheld the view that the respondent's *locus standi,* founded only on his being the heir and son of his late father was valid, it must be understood to have recognized that the respondent being entitled as beneficiary to more than three quarters of the estate of his late father, and that that fact alone created an interest in the estate that conferred upon him ***locus standi*** to sue as a way of defending his interest, even without a prior grant of letters of administration. The appellant in that case hand been sued by the respondent who sought to recover land that had been purchased by his deceased father from that of the appellant, before his death. Therefore the trial magistrate misconstrued the decision when she found that its basis was the fact that the respondent had obtained a certificate of no objection.

In the instant case, **Omumbejja Faridah Mpologoma** claims the land in dispute by customary inheritance, just as it was in the case cited in **Dima. Dominic Poro Vs Inyani Godfrey Civil Appeal No.17 of 2016,** ruled by Lord Justice Stephen Mubiru. Even without a prior grant of letters of administration, **Omumbejja Faridah Mpologoma** in the case before the Judiciary and the quasi-judicial authorities has sufficient interest in the land in dispute that is being stolen with impunity by **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru** to confer upon her

locus standi to protect her claimed interest in the land by suit. **Based on the prior mentioned wisdom Omumbejja Faridah Mpologomas claim over the land litigation and addressing the quasi-judicial authorities in the matters** concerning land located at Former Nabagereka Primary School on Mwanga 11 Road in Kisenyi therefore succeeds based on the prior mentioned presents.

WHY THE BUGANDA LAND BOARD CORPORATE FAÇADE CANNOT CLAIM THE LAND LOCATED AT FORMER NABAGEREKA PRIMARY SCHOOL ON MWANGA 11 ROAD IN KISENYI

DUE DILIGENCE

In a legal context, due diligence refers to the care and investigation a reasonable person would undertake before making a decision or entering into a transaction, to avoid potential liabilities or losses. It involves reviewing documents, conducting investigations, and verifying information to ensure a party is fully aware of the details of a transaction before making a decision. Failing to conduct adequate due diligence can lead to legal liabilities, especially in situations like public offerings of securities, where there's a duty to ensure the accuracy and completeness of information.

THE FACTS

Many Ugandans have had their lands titled under the Kabaka of Buganda Corporation sole and claims made by the Buganda Land Board. It's about time we conducted an investigation into this entity called the Buganda Land Board so that we get to understand it and **in case it has a case to answer we call the executive management to explain their case based on the evidence that we have found here.** The best way to understand the **Buganda Land Board and its operation** is by getting to find its genesis as a corporate.

When providing evidence we are supposed to comply with **effect 59 of the Evidence act**. Section 59 of Uganda's Evidence Act stipulates that oral evidence must be direct, meaning it must be given by a person who saw the facts in issue happen. Ugandan courts have consistently interpreted this to mean that hearsay evidence is inadmissible. Section 59 mandates that oral evidence be direct; meaning it must be given by a witness who personally witnessed the fact in question. Ugandan courts, including the

Supreme Court, have used Section 59 to hold that hearsay evidence is generally inadmissible. The purpose of this section is to ensure that the best evidence, which is direct evidence, is presented in court. **Section 3(4) of the Law of Evidence Amendment Act, Act 45 of 1988** defines hearsay evidence as 'evidence, whether oral or in writing, the probative value of which depends upon the credibility of any person other than the person giving such evidence'. In the 1978 decision of **Clement Namulambo & Anor v Uganda [1978] UGSC 9 (21 November 1978), 21 November 1978** the Supreme Court, the highest court in Uganda, relied on a 1972 decision of Privy Council **(citing a 1956 decision of the English Court of Appeal)** to describe hearsay evidence in the following terms:

'Evidence of a statement made to a witness by a person who is not himself called as a witness may or may not be hearsay. It is hearsay and inadmissible when the object of the evidence [is to establish the truth of what] is contained in the statement. It is not hearsay and is admissible when it is proposed to establish by the evidence, not the truth the statement but the fact it was made.' It is true to say that a witness may give evidence of words spoken by someone else not called as a witness if such words are relevant on the basis that they represent facts just as any other action by a human being. The question of hearsay only arises when the words spoken are relied on testimonially as establishing some fact narrated by the words. In the instant case we are careful when dealing with the Buganda Land Board and we actually for the first time need to understand what this entity is all about and its corporate status. As part of the investigation, the due diligence information below is pertinent.

The **Buganda Land Board corporate is a public limited company** that was established by the **1961 Buganda Agreement effect 19** vides the **agreed draft** that you will see below at the same time the **Uganda Land Commission** was conceptualized. Please **read effect 19** of the document below. **Please find below the 1961 Buganda Agreement so that you can see when the legitimate Buganda Land Board was conceptualized.**

COLONIAL OFFICE

UGANDA

REPORT OF THE UGANDA CONSTITUTIONAL CONFERENCE, 1961

AND

TEXT OF THE AGREED DRAFT OF A NEW BUGANDA AGREEMENT INITIALLED IN LONDON ON 9TH OCTOBER, 1961

Presented to Parliament by the Secretary of State for the Colonies
by Command of Her Majesty
October 1961

LONDON
HER MAJESTY'S STATIONERY OFFICE
FIVE SHILLINGS NET
1523

TEXT OF THE AGREED DRAFT OF A NEW BUGANDA AGREEMENT

(Signed) IAIN MACLEOD
M. KINTU

AGREED DRAFT
THE BUGANDA AGREEMENT 1961

Whereas the Kingdom of Buganda (hereinafter called " Buganda ") is under Her Majesty's protection and is one of the Provinces of the Protectorate of Uganda (hereinafter called " Uganda "):

And whereas the relationship between Her Majesty's Government, the Government of Uganda, and the Government of Buganda (hereinafter called " the Kabaka's Government ") is defined in the Buganda Agreements, 1894 to 1955, between Her Majesty and the Kabaka, Chiefs and people of Buganda:

And whereas at discussions held in London in the months of September and October, 1961, between representatives of Her Majesty's Government and representatives of Uganda (including representatives of the Government of Uganda and the Kabaka's Government) it was decided to recommend that a new Constitution should be established for Uganda under which Uganda would enjoy internal self-government and Buganda would be united with the rest of Uganda in a federal relationship:

And whereas it was also decided at the said discussions to recommend that the said Constitution should provide for a central Government for Uganda (hereinafter called " the Uganda Government ") and a central legislative assembly (hereinafter called " the National Assembly ") which will include eighty-two elected members and that certain provisions should be made for the relations between the Government of Uganda and the constituent parts of Uganda (including Buganda):

And whereas it is accordingly desirable that the relations between Her Majesty's Government, the Uganda Government and the Kabaka's Government should be re-defined in an Agreement between Her Majesty and the Kabaka, Chiefs and people of Buganda the provisions of which will come into force upon the introduction of the said new constitutional arrangements and which will subsist until Her Majesty's Government ceases to have responsibility for the government of Uganda:

And whereas an assurance was given at the said discussions on behalf of Her Majesty's Government that before Her Majesty's Government ceases to have responsibility for the government of Uganda there would be consultations in which the Kabaka's Government would participate:

Now therefore, it is hereby agreed and declared as follows:—

Citation, commencement and revocation

(1) This Agreement may be cited as the Buganda Agreement, 1961.

(2) The Agreements in the First Schedule to this Agreement are revoked:

Provided that the said revocation shall not affect any title to Mailo land.

(3) The provisions of this Agreement shall come into force at such time as may be appointed by the Governor, after consultation with the Kabaka's Government:

Provided that different dates may be appointed for the coming into operation of different provisions.

Interpretation

2. In this Agreement unless the context otherwise requires—" African " has the same meaning as it has under the provisions of the Interpretation and General Clauses Ordinance (Chapter I of the laws of Uganda) or any law amending or replacing that Ordinance ;

" Buganda law " means a law enacted by the Legislature of Buganda ;

" the Lukiko " means the Lukiko (Parliament) established by the Constitution of Buganda ;

" personal law " means any law or custom that is limited in its operation to a particular description or class of persons and, without prejudice to the generality of the foregoing, includes any such law or custom relating to inheritance, marriage, divorce or religion and all Buganda laws in force on the date of the coming into force of this Agreement ;

" Uganda law " means a law enacted by the Legislature of Uganda.

The Kabaka

3. The Kabaka of Buganda shall be entitled to the style of " His Highness " and, on ceremonial occasions, to a salute of fifteen guns.

Status of Buganda

4. (1) Buganda shall be united in federal relationship with the rest of Uganda in accordance with the Constitutions of Uganda and Buganda.

(2) The boundaries of Buganda shall be as set out in the Second Schedule to this Agreement.

Constitution of Buganda

5. (1) The Constitution of Buganda as a Kingdom within Uganda shall be as set out in the Third Schedule to this Agreement.

(2) The provisions of the Constitution of Buganda may be altered by a Buganda law:

Provided that—

(*a*) a Bill for a Buganda law altering the provisions of the said Constitution shall not be passed in the Lukiko unless it has been supported on the final vote thereon by the votes of not less than two-thirds of all the members of the Lukiko :

(*b*) no Buganda law, to the extent that it alters the provisions of Article 20, 21, 22, 23, 24, 25, 32, 33 or 34 of the said Constitution shall have effect unless the consent of Her Majesty's Government to its having effect has been signified by Proclamation of the Governor published in the Uganda Gazette.

(3) Her Majesty's Government will take steps to give the Constitution of Buganda the force of law as part of the Constitution of Uganda.

Representation of Buganda in the Uganda Legislature

6.—(1) Buganda shall be represented in the National Assembly by twenty-four members, that is to say, twenty-one members elected within Buganda (excluding the Municipality of Kampala) and three members elected within the Municipality of Kampala; and, subject to paragraph (2) of this article, the said members shall be directly elected in accordance with the Uganda law governing elections to the Assembly.

(2) If the Lukiko declares by resolution after any dissolution of the National Assembly and not less than fourteen days before the date fixed for the nomination of candidates at the general election of members of the Assembly following that dissolution that it so desires, the said twenty-one members for Buganda (excluding the Municipality of Kampala) shall, until the next dissolution of the Assembly, be indirectly elected by the Lukiko in accordance with the procedure set out in the Fourth Schedule to this Agreement from among the persons qualified under the Constitution of Uganda to be directly elected to the Assembly:

Provided that—

(*a*) if at any time the composition of the Lukiko (as provided for in the Constitution of Buganda) includes less than sixty-eight directly elected members then the said twenty-one members of the National Assembly shall be directly elected;

(*b*) only the directly elected members of the Lukiko, such Ministers of the Kabaka's Government who are members of the Lukiko by virtue of holding the office of Minister (not exceeding six in number) and such members of the Lukiko as may be appointed as such by the Kabaka (not exceeding six in number) shall be entitled to vote upon a resolution for the purposes of this paragraph or to take part in indirect elections of the said twenty-one members of the National Assembly; and

(*c*) if at any time any of the said twenty-one members of the National Assembly is not indirectly elected by the Lukiko by reason of any failure to comply with the procedure set out in the Fourth Schedule to this Agreement, then that member shall be directly elected in accordance with such provision as may be made by Uganda law.

(3) For the purposes of this article members of the Lukiko shall not be regarded as being directly elected unless they are elected—

(*a*) in constituencies in Buganda delimited by an independent Commissioner;

(*b*) at elections in which all persons who are for the time being registered in each such constituency in Buganda as voters for the purposes of direct elections to the National Assembly are entitled to vote in that constituency; and

(*c*) by secret ballot.

(4) Her Majesty's Government will take steps to give effect to the provisions of this article in the Constitution of Uganda.

Legislative powers

7.—(1) Subject to the provisions of the Constitution of Uganda (including the provisions of the Constitution of Buganda included therein), the Legislature of Uganda and the Legislature of Buganda shall have concurrent power to make laws for the peace, order and good government of Buganda with respect to any matter :

Provided that—

(*a*) the Legislature of Uganda shall have exclusive power to make laws with respect to the matters specified in the Fifth Schedule to this Agreement ;

(*b*) the Legislature of Buganda shall have exclusive power to make laws with respect to the matters specified in the Sixth Schedule to this Agreement ; and

(*c*) in the case of conflict on concurrent matters the Uganda laws shall prevail.

(2) Her Majesty's Government will take steps to give effect to the provisions of this article in the Constitution of Uganda.

Application of Buganda laws

8.—(1) No Buganda law shall subject any person who is not an African to any provision of Buganda customary or personal law or African customary or personal law, but, subject as aforesaid, a Buganda law may apply to any person in Buganda.

(2) Her Majesty's Government will take steps to give effect to the provisions of this article in the Constitution of Uganda.

Buganda Courts

9.—(1) No Uganda law shall, to the extent that it alters or replaces the Buganda Courts Ordinance (Chapter 77 of the Laws of Uganda), be brought into operation unless the Lukiko has, by resolution, approved its coming into operation.

(2) The Uganda Government will take steps to give effect to the provisions of this article.

High Court of Buganda

10.—(1) There shall be a High Court of Buganda, which shall administer justice in the name of the Kabaka and in accordance with the laws of Uganda.

(2) The High Court of Buganda shall have the same jurisdiction in respect of Buganda as the High Court of Uganda has throughout Uganda, and such jurisdiction shall, in Buganda, be concurrent with the jurisdiction of the High Court of Uganda :

Provided that—

(*a*) the High Court of Buganda shall not have jurisdiction in proceedings for the determination of any question relating to the interpretation of the Constitution of Uganda ;

(*b*) the Chief Justice may make provision, by rules of court, for transferring any proceedings or matters between the High Court of Buganda and the High Court of Uganda.

Uganda Land Commission or in any other authority specified by the Uganda Government, which will re-imburse the Kabaka's Government the cost of the acquisition ;

(*b*) the purposes for which land may be compulsorily acquired by the Uganda Government will be :

(i) public purposes (as defined in existing Uganda law relating to the compulsory acquisition of land) ;

(ii) any other purpose that is for the general economic benefit of Uganda,

but no acquisition will be made for the purposes referred to in sub-paragraph (ii) of this paragraph unless the Uganda Government has appointed (after consultation with the Kabaka's Government) a person or persons recommended by the Judicial Service Commission to enquire into the proposed acquisition, and that person or those persons have reported that the acquisition will be for the general economic benefit of Uganda ;

(*c*) the Uganda Government and the Kabaka's Government (as hitherto) will have power to take possession of land for use as roads, railways, canals and for telegraphs and telephones, on the payment of compensation for disturbance and loss of crops and buildings only ;

(*d*) if the Uganda Government no longer requires land acquired on its behalf by the Kabaka's Government it shall offer it for sale to the Kabaka's Government at a fair market price.

(3) The official and personal land belonging to the Kabaka shall not be subject to compulsory acquisition.

(4) The Uganda Government and the Kabaka's Government will give effect to the provisions of this article.

Public safety and public order

14.—(1) The Kabaka's Government shall take all reasonable steps within its power to maintain public order and public safety in Buganda (which will be a concurrent responsibility of the Uganda Government and the Kabaka's Government) and (subject to the laws relating thereto) shall comply with the requirements of the Governor with respect to public safety and public order.

(2) The officers and authorities of the Kabaka's Government (including the Chiefs and the Kabaka's police force) and the officers and authorities of the Uganda Government will co-operate with each other in the discharge of their respective functions with respect to public safety and public order.

Police

15.—(1) In addition to the Uganda police force, there shall be a Kabaka's police force for Buganda, which will operate throughout Buganda and members of the force shall have powers and duties similar to those members of the Uganda police force of corresponding rank.

(2) The Kabaka's police force shall be commanded by its own officers, but subject to the authority of the Inspector-General of the Uganda police force, to which the Kabaka hereby gives his consent.

(3) If any powers are conferred by law on the Governor of Uganda to give directions to the Inspector-General of Police with respect to the operational control of the police forces, those powers shall not, as respects directions relating to the operational control of the Kabaka's police force, be delegated to any person.

(4) The power to appoint and to exercise disciplinary control over senior ranks in the Kabaka's police force shall vest in the Public Service Commission of Buganda, acting after consultation with the Inspector-General. There shall be a right of appeal from disciplinary decisions of the Public Service Commission of Buganda relating to senior ranks of the Kabaka's police force to a tribunal appointed by the Kabaka on the advice of the Public Service Commission of Uganda.

(5) The power to appoint and exercise disciplinary control over junior police officers in the Kabaka's police force shall vest in the officer in charge of the force. Selection for appointment of junior officers in the force shall be subject to confirmation by the Inspector-General and shall be made in such manner as the Inspector-General may prescribe. Disciplinary decisions of the officer in charge of the Kabaka's police force relating to junior ranks shall be subject to confirmation by, or a right of appeal to, the Inspector-General in such manner as the Inspector-General may prescribe.

(6) The officer in charge of the Kabaka's police force shall be appointed by the Kabaka on the recommendation of the Public Service Commission of Buganda, which shall consult the Public Service Commission of Uganda and the Inspector-General.

(7) A Uganda law will be enacted to provide for the establishment of a Kabaka's police force, the powers, duties and responsibilities of the force and the members thereof, and for the appointment and disciplinary control of members of the force.

(8) Subject to the provisions of the Constitution of Uganda, the relations between the Uganda police force and the Kabaka's police force shall be conducted in accordance with the principles set out in the minute reproduced in the Ninth Schedule to this Agreement.

(9) Her Majesty's Government, the Uganda Government and the Kabaka's Government will take the necessary steps to give effect to the provisions of the article.

Local Government in Buganda

16.—(1) A Buganda law will be enacted as soon as practicable to establish a Council in each area of local government within the authority of the Kabaka's Government and to provide for the powers, duties and responsibilities of those Councils.

(2) Until a Buganda law is enacted in pursuance of paragraph (1) of this article towns in Buganda shall remain subject to the Urban Authorities Ordinance, 1958, of Uganda, with a Minister of the Buganda Government performing the functions of the Minister thereunder, and the Uganda Government will take steps accordingly.

Administration of certain towns

17.—(1) The Uganda Government shall have responsibility for the administration of the Municipality of Kampala, which is part of Buganda and which

will be the capital of Uganda. The Uganda Government shall establish a Joint Advisory Committee for Kampala which will consist of nine members appointed by the Governor; of the nine members of the Committee three will be appointed in accordance with the advice of the Uganda Government, three will be appointed in accordance with the advice of the Kabaka's Government, and three will be appointed in accordance with the advice of the Municipality of Kampala. The Committee will appoint a Chairman from amongst its members. The Minister of the Uganda Government responsible for the administration of Kampala shall consult the Joint Advisory Committee in the exercise of his powers in that behalf. The Uganda Government will take the necessary steps to give effect to this paragraph of this article.

(2) Responsibility for the administration of Entebbe, which is a Buganda town, will be delegated by the Kabaka's Government to the Uganda Government for the period of twenty-five years from the date of the coming into force of this Agreement.

(3) The administration of Masaka shall be the responsibility of the Kabaka's Government, which will discharge its responsibility in conformity with the local government policy of the Uganda Government.

(4) Pending further discussions concerning the future administration of Mubende the present arrangements will continue.

(5) The administration of Njeru, which is a Buganda town, shall be the responsibility of the Uganda Government, but the Uganda Government and the Kabaka's Government will consult together with regard to its future status and administration.

(6) The boundaries of the Municipality of Kampala and the towns of Entebbe, Masaka, Mubende and Njeru shall be such as are from time to time agreed between the Uganda Government and the Kabaka's Government.

Exemptions from Taxation, etc.

18.—(1) The power of the Uganda Legislature to make laws with respect to taxation (as well as its powers to make laws with respect to any other matter) includes power to make laws applicable to all persons in Uganda, including Buganda.

(2) The Kabaka of Buganda shall be exempt from direct personal taxation under the laws of Uganda.

(3) Except as provided in paragraph (2) of this article, all exemptions from taxation provided for in the Buganda Agreements, 1894 to 1955, shall cease.

Crown Land in Buganda

19.—(1) The freehold of Crown Land in Buganda occupied by the Uganda Government for its own purposes shall be vested in a Commission for public land (hereinafter called "the Uganda Land Commission"), which shall hold the land on behalf of the Uganda Government for the benefit of all people of Uganda (including the people of Buganda).

(2) The freehold of Crown Land in Buganda occupied by the authorities specified in the Eighth Schedule to this Agreement for their own respective purposes shall be vested in those authorities :

Provided that provision shall be made in the instrument vesting land in any such authority that if the land ceases to be used for the purposes of that authority, the title of the authority to the land shall be determined ; and the land shall then be vested in the appropriate land authority in accordance with the provisions of paragraphs (4) and (5) of this article.

(3) There shall be a Land Board for Buganda (hereinafter referred to as " the Buganda Land Board "), in which shall be vested all public land of the Kabaka's Government ; the Board shall hold such land in the name of the Kabaka on behalf of and for the benefit of the people of Buganda.

(4) Upon the establishment of the Buganda Land Board, the Crown shall transfer to the Board all Crown Land in Buganda, except land vested in the Uganda Land Commission or the authorities specified in the Eighth Schedule in pursuance of paragraph (1) or (2) of this article.

(5) The Buganda Land Board shall grant leases of all public land vested in it in pursuance of this article that is situate within the Municipality of Kampala or the towns of Masaka, Entebbe, Mubende and Njeru to the Municipality or the town Board, as the case may be, for terms of one hundred and ninety-nine years at a rent of one shilling per annum without restrictions as to its use.

(6) The transfer of land to the Buganda Land Board in pursuance of this article shall not affect the obligations and rights of existing lessees, licensees or other grantees.

(7) Until a Buganda law is enacted for the general regulation of land tenure in Buganda, every temporary occupation licence in respect of land vested in the Buganda Land Board in pursuance of this article shall, if the licensee has complied with the terms of the licence, be renewed by the Board, whenever it expires, for a term similar to the terms for which it was last granted.

(8) The freehold and leasehold interests vested in the Uganda Land Commission, the Buganda Land Board and the Municipality of Kampala and town Boards in pursuance of this article will be protected by the Constitution of Uganda.

(9) Her Majesty's Government, the Uganda Government and the Kabaka's Government will take steps to give effect to the provisions of this article.

Government Forests

20.—(1) Upon the establishment of the Buganda Land Board, the Uganda Government shall transfer all government forests (as defined in the Uganda Memorandum of Agreement (Forests) 1907) except forests within the Municipality of Kampala to the Board.

(2) The forests transferred to the Buganda Land Board under this article shall be administered and controlled on behalf of the Board by the Uganda Government for such period as may be agreed between the Uganda Government and the Kabaka's Government, and during that period the cost of the administration of those forests, and the profits derived therefrom, shall be divided between the two Governments in such manner as they may agree.

Minerals

21.—(1) All minerals found in Mailo land shall belong to the owner of the land, who shall pay to the Uganda Government an ad valorem royalty of ten per cent. upon all minerals extracted from the land.

(2) All minerals found on public land vested in the Buganda Land Board under article 19 or 20 of this Agreement shall belong to the Uganda Government, but if the Uganda Government wishes to extract minerals from any such land it shall pay to the Board an amount equal to the sum that would be payable to the owner of that land if that land (exclusive of minerals) had been compulsorily acquired by the Uganda Government under the general law of Uganda relating to compulsory acquisition of land.

(3) The Uganda Government will take steps to give effect to the provisions of this article.

Privileges of Members of Lukiko

22.—(1) The members of the Lukiko shall be accorded the same parliamentary privileges as are accorded to members of the National Assembly.

(2) The Uganda Government will take steps to give effect to the provisions of this article.

Remission of Sentences

23.—(1) The Kabaka (acting on the advice of his Ministers) may exercise powers of commutation and remission of sentences of imprisonment, similar to those of the Governor, in respect of persons convicted in the Kabaka's Courts and imprisoned in a prison of the Kabaka's Government in such cases and subject to such conditions as may be prescribed by the Governor.

(2) Her Majesty's Government will take steps to give effect to the provisions of this article in the Constitution of Uganda.

Determination of disputes

24.—(1) The Governor, may, and shall, if so requested by the Kabaka's Council of Ministers or the Kabaka (in respect of any matter affecting his personal position or functions), refer to the High Court of Uganda any justiciable issue that is in dispute between Her Majesty's Government or the Uganda Government on the one hand and the Buganda Government on the other hand arising out of the provisions of this Agreement, and the High Court shall determine the question in accordance with such procedure as the Chief Justice may direct.

(2) Appeals from the determinations of the High Court of questions referred to in accordance with the paragraph (1) of this article shall lie direct to Her Majesty in Council in accordance with such procedure as Her Majesty in Council or the Chief Justice may direct, and accordingly no appeal shall lie to the Court of Appeal for Eastern Africa.

(3) Nothing in this article shall apply to questions relating to the interpretation of the Constitution of Uganda.

(4) Her Majesty's Government will take steps to give effect to the provisions of paragraphs (1) and (2) of this article in the Constitution of Uganda.

Dissolution of Lukiko

25.—(1) The Lukiko constituted by the Buganda Agreement, 1955, shall stand dissolved upon the date appointed for the coming into force of this article.

(2) Her Majesty's Government will take steps to give effect to the provisions of this article.

Interpretation

26. There shall be an English text and a Luganda text of this Agreement, each of which shall be executed by the Parties, but, for the purposes of interpretation, regard shall be had only to the English version.

FIRST SCHEDULE

Article 1

The Buganda Agreement, 1894.
The Buganda Agreement, 1900.
The Uganda Agreement (Judicial) 1905.
The Uganda Memorandum of Agreement (Forests), 1907.
The Uganda (Payment to Chiefs) Agreement, 1908.
The Buganda Agreement (Allotment and Survey), 1913.
The Uganda Agreement (Poll Tax), 1920.
The Buganda Agreement, 1955.

SECOND SCHEDULE

Article 4

(The definition of the boundaries of Buganda contained in this Schedule will describe the present boundaries.)

THIRD SCHEDULE

THE CONSTITUTION OF BUGANDA

Interpretation

1.—(1) In this Constitution unless the context otherwise requires—

"Lukiko" means the Lukiko of Buganda;

"Minister" means a member of the Ministry constituted by article 4 of this Constitution;

"minor" means, in relation to the Kabaka, a person under the age of eighteen years.

(2) Any reference in this Constitution to an officer in the service of the Uganda Government or the Kabaka's Government by the term designating his office shall be construed as a reference to the officer for the time being lawfully performing the functions of the office.

2.—(1) The Kabaka (King) who is the Ruler of Buganda shall be elected, as has been done in the case of the present Kabaka, by a majority of votes in the Lukiko.

(2) The range of election shall be limited to the Royal Family of Buganda, that is to say, the descendants of Kabaka Mutesa I.

(3) The Kabaka shall enjoy all the titles, dignities and pre-eminence that attach to the office of Kabaka under the law and custom of Buganda and the Namasole, the Nalinya Lubuga and the other members of the Royal Family of Buganda shall enjoy all such titles and precedence as they have heretofore enjoyed.

(4) The Kabaka will take precedence over all persons in Buganda except Her Majesty and Her Majesty's representative (except when the latter is taking part in functions relating solely to Buganda).

Regents

3.—(1) (*a*) If at any time the Kabaka is a minor or is unable, other than by reason only of his absence from Buganda, to perform his functions under this Constitution, the Lukiko shall elect three persons to be Regents.

(*b*) A Regent elected under sub-paragraph (*a*) of this paragraph shall cease to hold office—

(i) when the Kabaka becomes able to perform his functions under this Constitution;

(ii) if he resigns by writing under his hand addressed to the Speaker ; or

(iii) if his appointment is terminated by resolution of the Lukiko upon a motion proposed by not less than twenty members of the Lukiko and in favour of which there are cast the votes of not less than two-thirds of all the members of the Lukiko.

(*c*) The Lukiko may elect a person to any office of Regent if at any time during the subsistence of a Regency under this paragraph that office has become vacant.

(2) (*a*) Whenever the Kabaka has occasion to be absent from Buganda, he may by writing under his hand appoint three persons to be Regents during such absence.

(*b*) A Regent appointed under sub-paragraph (*a*) of this paragraph shall cease to hold office—

(i) upon the return of the Kabaka to Buganda ;

(ii) if he resigns by writing under his hand addressed to the Kabaka ;

(iii) if his appointment is terminated by the Kabaka ;

(iv) if the Kabaka ceases to be able to perform his functions under this Constitution otherwise than by reason of absence from Buganda.

(*c*) The Kabaka may appoint a person to any office of Regent if at any time during the subsistence of a Regency under this paragraph that office has become vacant.

(*d*) The powers referred to in this paragraph shall not be exercisable during any period in which the Kabaka is a minor or is for any other cause other than absence from Buganda unable to perform his functions under this Constitution.

(3) During the subsistence of a Regency under paragraph (1) or paragraph (2) of this article, the Regents shall, so long as they observe the terms of this Constitution and subject to the provisions of paragraph (4) of this article, have full authority to perform the functions of the Kabaka under this Constitution.

(4) A Regent shall not assume the functions of the office of Regent unless he has first taken an oath for the due performance of the office in the form following: —

" I.....do hereby swear that I will be loyal to the Kabaka of Buganda, his heirs and successors, and will well and truly perform the functions of the office of Regent of Buganda according to law and will uphold the peace, order and good government of Buganda, and will do right to all manner of people, according to the Constitution, the laws, and the customs of Buganda, without fear or favour, affection or ill-will. So help me God."

(5) (*a*) Any function of the Kabaka under this Constitution shall be performed by the Regents in the same manner, so far as custom allows, as that in which the functions would be performed by the Kabaka save that the signature of two Regents shall be a sufficient signification of the will of the Regents.

(*b*) Where any matter is dependent on the decision of the Regents, any decision shall be regarded as the decision of the Regents if two of the Regents are in favour thereof.

(*c*) If any Regent is absent from Buganda or for any other reason unable to perform the functions of a Regent or if the office of one of the Regents is vacant, it shall be sufficient if the functions of the Regents are performed by two Regents.

4.—(1) There shall be a Ministry for Buganda, which shall be called " the Kabaka's Council of Ministers " and is hereinafter sometimes for brevity referred to as " the Ministry ".

(2) The Kabaka's Council of Ministers shall consist of—

(*a*) The Katikiro ;

(*b*) the Omulamuzi ;

(*c*) the Omuwanika ;

(*d*) The Minister of Health and Works ;

(*e*) The Minister of Education ;

(*f*) The Minister of Natural Resources ;

(*g*) The Minister of Local Government ;

Provided that the number and designation of members of the Ministry other than the Katikiro, the Omulamuzi and the Omuwanika may be varied from time to time by resolution passed by the Lukiko.

(3) When there is occasion for the resignation of the Ministry to be tendered, the Katikiro shall tender the resignation of the Ministers collectively to the Kabaka through the Speaker, and the Kabaka shall thereupon accept the resignation.

Provided that where the resignation is tendered in accordance with the provisions of Article 7 of this Part of this Constitution, the Kabaka shall not accept the resignation until the Katikiro designate submits to him the names of persons selected for the ministerial offices in accordance with paragraph (6) of Article 9 of this Part of this Constitution.

(4) Each member of the Ministry shall have such responsibilities as may be determined by the Katikiro.

Conduct of Kabaka's Government

5.—(1) The Kabaka's Council of Ministers as a whole shall be charged with the conduct of the Kabaka's Government, and each Minister shall be individually responsible for such departments of the Kabaka's Government as may be placed in his charge.

(2) All acts of the Kabaka's Government shall, save in so far as law and customs otherwise require, be done in the name of the Kabaka.

(3) Where any function under this Constitution is exercisable by the Kabaka, that function shall, unless a contrary intention appears, be exercised by him by means of a written instrument signed by him in the presence of a Minister, who shall sign the same as witness.

(4) (*a*) Where it is provided in this Constitution that the Kabaka may exercise a power upon the recommendation of any person or authority he shall exercise that power in accordance with the recommendation.

(*b*) (i) A statement in writing signed by the Katikiro that the Kabaka has exercised any power that is required to be exercised upon the recommendation of the Katikiro or of the Ministry in accordance with the recommendation shall be conclusive evidence of that fact.

(ii) A certified true copy of a minute of the Buganda Appointments Board or of any committee appointed by the Kabaka under this Constitution recording that the Kabaka has exercised any power that is required to be exercised upon the recommendation of the Board or committee in accordance with the recommendation shall be conclusive evidence of that fact.

Kabaka to be kept informed

6. The Katikiro shall keep the Kabaka fully informed on all important matters concerning the Kabaka's Government.

Procedure when Lukiko meets after dissolution

7.—(1) When the Lukiko meets for the first time after any dissolution thereof, the resignation of the Kabaka's Council of Ministers then in office shall be tendered.

(2) When the resignation of the Ministry has been tendered in accordance with paragraph (1) of this article, a Katikiro designate shall be elected in accordance with the procedure laid down in Article 8 of this Constitution and

candidates for the ministerial offices shall be elected in accordance with the procedure laid down in Article 9 of this Constitution.

Election of Katikiro designate

8.—(1) The Speaker shall fix a day by which nominations of candidates for the office of Katikiro shall be submitted to him.

(2) (*a*) Any person may be nominated as a candidate for the office of Katikiro, whether or not he is a member of the Lukiko by not less than five members of the Lukiko.

(*b*) Nominations shall be submitted in writing signed by the members making them, to the Speaker on or before the day fixed by him in that behalf.

(3) The Speaker shall prepare a list of the persons who have been duly nominated and shall cause copies of the list to be laid before the Lukiko.

(4) On the fifth weekday after the list has been so laid or such other day as the Speaker shall consider convenient, the Lukiko shall by secret ballot elect as Katikiro designate one of the persons whose name appears on the list.

(5) If at any time the office of Katikiro is vacant, the Speaker shall keep the Kabaka informed of the progress of election under this Article.

Election of candidates for ministerial offices

9.—(1) When the Katikiro designate has been elected, the Speaker shall fix a day by which nominations of candidates for the ministerial offices other than the office of the Katikiro shall be submitted to him.

(2) Any person may be nominated as a candidate for the ministerial offices, whether or not he is a member of the Lukiko, either by the Katikiro designate or by not less than three members of the Lukiko.

(3) Nominations shall be for the ministerial offices generally and not for any particular ministerial office, and shall be submitted in writing, signed by the person or persons making them, to the Speaker on or before the day fixed by him in that behalf;

Provided that—

(*a*) no persons other than the Katikiro designate shall join in nominating more than three candidates;

(*b*) the Katikiro designate shall not nominate more than five candidates.

(4) The Speaker shall prepare a list of the persons who have been duly nominated for the ministerial offices and shall cause copies of the list to be laid before the Lukiko and if the names of more than fifteen persons appear in the list, the Lukiko shall on the third weekday thereafter, or on such other day as the Speaker shall consider convenient, by secret ballot elect as candidates for the ministerial offices fifteen persons from among those persons whose names appear in the list.

(5) The Katikiro designate shall select persons for appointment to the ministerial offices from the persons whose names appear in the list of candidates (or, if the names of more than fifteen persons appear in that list, from the names of the persons elected as candidates by the Lukiko).

(6) The Katikiro designate shall submit the names of the persons selected under the foregoing provisions of this article to the Kabaka with a recommendation that each such person shall be appointed to a particular ministerial office.

(7) If at any time the office of Katikiro is vacant, the Speaker shall keep the Kabaka informed of the progress of elections under this article.

Appointment of Ministers

10. When the names of persons selected for the ministerial offices have been submitted to the Kabaka, the Kabaka shall appoint the Katikiro designate

The **Buganda Land Board** was then operationalized using **effect 118 of the 1962 Constitution** and operationalized by the **1962 Public Lands act**. Effect 118 of the 1962 constitution has been placed here below

118. (1) There shall be—

(a) for Uganda, a Land Commission; and and Land

(b) for each Federal State and each District, a Land Board. BoarcIs –

(2) The Land Commission shall consist of not more than five members who shall be appointed by the President. —

(3) The Land Board for the Kingdom of Buganda shall consist of not more than eight members who shall be appointed by the Kabaka, acting in accordance with the recommendation of the Kabaka's Council of Ministers.

(4) The Land Board for a Federal State (other than the Kingdom of Buganda) or a District shall consist of not more than eight members who shall be appointed—

(a) in the case of a Federal State or of a District having a constitutional head, by the Ruler or constitutional head of the State or District, acting in accordance with the recommendation of the Legislative Assembly of the State or Council of the District, signified by resolution;

(b) in the case of a District not having a constitutional head, b y resolution of the Council of the District.

(5) A person shall not be qualified for appointment as a member of a Land Board unless he has such qualifications as may be prescribed by Parliament: Provided that at least one member of a Land Board shall be appointed from amongst persons who are representatives of the traditional interests in land in the territory for which the Board is established.

(6) The office of a member of the Land Board shall become vacant—

(a) at the expiration of such period, after his appointment, as may be prescribed by or under any Act of Parliament;

(b) if any circumstances arise that would cause him to be disqualified for appointment under subsection (5) of this section; or (c) in such other circumstances as Parliament may prescribe.

(7) The Land Commission shall hold and manage any land vested in it by any law or acquired by the Government of Uganda and shall have such other powers and duties as may be prescribed by Parliament.

(8) The Land Board of a Federal State or of a District shall hold and manage, for the benefit of the people of the State or District, any land vested in it by any law or acquired by the Government of the State or the Administration of the District, as the case may be, and shall have such other powers and duties as may be prescribed by Parliament or, in the case of the Land Board of the Kingdom of Buganda, by any law in force in that Kingdom.

(9) The functions of a Land Board of a Federal State shall be exercised on behalf of the Ruler and the functions of a Land Board of a District having a constitutional head shall, if the Council of the District so determine by resolution, be exercised by the Board- on behalf of the. constitutional head of the District.

(10) The ^provisions of subsections (7) and (8) of this section shall be without prejudice to the provisions of any law relating to—

(a) the compulsory acquisition or taking possession of any land;

(b) mines, minerals, forests or national parks; or

(c) the tenure, use or management of land.

(11) Subject to the provisions of this section, Parliament may make provision for the tenure of office of members and the procedure of the Land Commission or a Land Board and for regulating the Commission or a Board in the performance of its functions

So without doubt now the **Buganda Land Board is a public limited** entity that was established by the Ugandan Laws as we see above. It's a public entity. **A public entity is an organization or body that provides services to the public on behalf of the government or another public entity, often encompassing government agencies, departments, and institutions. Public entities are organizations that are either directly part of the government or act on its behalf to deliver services to the public. Public entity The term "public entity" means— (A) any State or local government; (B) any department, agency, special purpose district, or other instrumentality of a State or States or local government**. So without doubt we are all now sure that the Buganda Land Board is supposed to be a public entity and not a private corporate vides the evidence above.

Given that it's a Public Entity its reporting obligations to the stakeholders are stated below.

In Uganda, public entities and ministries must adhere to **financial reporting requirements outlined in the Public Finance Management Act (PFMA) 2015, Public Finance Management Regulations (PFMR) 2016, Treasury Instructions (TIs) 2017, and accounting standards, including International Public Sector Accounting Standards (IPSAS)**. So with the above information in our ambit, the Buganda Land Board that is a public Limited Company is supposed to generally comply with those requirements.

Key Legislation and Guidance:

Public Finance Management Act (PFMA) 2015:

This is the primary legislation governing financial management and reporting in the public sector.

Public Finance Management Regulations (PFMR) 2016:

These regulations provide further details and implementation guidelines for the PFMA.

Treasury Instructions (TIs) 2017:

These instructions offer practical guidance on various financial management and reporting aspects.

Accounting Standards:

Public entities are expected to comply with relevant accounting standards, including the International Public Sector Accounting Standards (IPSAS).

Accountant General's Guidance:

The Accountant General issues authoritative guidance on financial reporting matters from time to time.

Financial Statements:

Public entities like the **Buganda Land Board Public Limited that we have realized was operationally curtailed by the ruling** in **Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (Supra)** are required to prepare and submit financial statements, including:

Statement of Financial Position (Balance Sheet): This statement shows the assets, liabilities, and equity of the entity at a specific point in time.

Statement of Profit or Loss and Other Comprehensive Income (Income Statement): This statement summarizes the revenues, expenses, and profits or losses of the entity over a period.

Statement of Cash Flows: This statement shows the movement of cash into and out of the entity over a period.

Statement of Changes in Equity: This statement shows changes in the equity of the entity over a period.

Notes to the Financial Statements: These notes provide additional information and explanations related to the financial statements.

Auditing: Financial statements must be audited by the Auditor General, ensuring transparency and accountability.

Reporting Deadlines: Annual financial statements must be submitted to the Auditor General for audit and to the Accountant General within two months after the end of each financial year.

So as part of the things that are required from the Buganda Land Board Public Limited will be the copies of the above reports and the returns.But since the Public Limited seems to have been curtailed by the ruling in **Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (Supra), there will be need for the Directors of the Kabaka of Buganda Corporation Sole to explain what has exactly happened.**

FROM HISTORY OF THE LEGAL CHANGES IN UGANDA WITH TIME

The operations of the Buganda Land Board where curtailed by **effect 108,109,118 of the 1967 Constitution** and such operations where legally curtailed by the 1969 Public lands Act that I will also share with you below.

> 108. (1) There shall be a Land Commission for Uganda.
> (2) The Land Commission shall consist of not more than five members who shall be appointed by the President.
> (3) The Land Commission shall hold and manage any land vested in it by this Constitution or any other law or acquired in Uganda by the

Government of Uganda and shall have such other powers and duties as may be prescribed by Parliament.

(4) Subject to the provisions of this article, Parliament may make provision for the tenure of office of members and the procedure of the Land Commission and for regulating the Commission in the performance of its functions including the establishment of District Land Committees and prescribing their functions.

(5) For the purposes of clause (3) of this article, land vested in the Land Commission shall include

(a) every official held by a corporation sole by Cap. 203. virtue of the provisions of the Official Estates Act;

(b) any land which immediately before the commencement of this Constitution is vested in the Land Board of a Kingdom or a District, and accordingly all rights, interests and other estates in any such land shall vest in the Land Commission and any moneys accruing from the land so vested under paragraph

(a) of this clause shall be paid to such authority as Parliament may prescribe.

109. References in this Chapter to land include references any estate, interest or right in land.

The other effects that led to the declaration of the dormancy of the Buganda Land Board public entity is below.

118. (1) The institution of King or Ruler of a Kingdom, or Constitutional Head of a District, by whatever name called, etc. existing immediately before the commencement of this Constitution under the law then in force, is hereby abolished.

(2) Notwithstanding any provision of this Constitution, the immediately preceding clause shall have effect from 24th May, 1966, in relation to the Kingdom of Buganda.

(3) Parliament may make provision for the payment of a pension, gratuity or other allowances to any of the persons to whom clause (1) of this article applies and to such of their dependants as Parliament may prescribe.

(4) Notwithstanding any provision of this Constitution, Parliament may make provision for the devolution of any property held by any person to whom clause (1) of this article applies by virtue of his office or by any other person or authority, being property connected with or attaching to the institution of King, Ruler or Constitutional Head.

(5) No action may be instituted in any court of law in respect of any matter or claim by any person under this article or under any provision made by Parliament pursuant thereto.

119. (1) Where any matter or thing has been commenced Pending before the coming into force of this Constitution by any matter. person or authority having power in that behalf under existing law, that matter or thing may be carried on and completed by the person or authority having power in that behalf on or after such commencement and, unless the President in any case otherwise directs it shall not be necessary for the latter person or authority to commence such matter or thing de novo.

(2) This article shall have effect subject to the provisions of this Constitution and to any provision made by Parliament.

120. (1) All property, both movable and immovable, and Succession all assets which immediately before the commencement of to property. this Constitution were vested in any authority or person for the purposes of or in right of the Government of Uganda or in the Government of Uganda shall, on the commencement of this Constitution, vest in the Government of Uganda, subject to the provisions of Chapter XI of this Constitution.

(2) Any property which was immediately before the commencement of this Constitution liable to escheat or be forfeited to any person or authority in right of the Government of Uganda shall on such commencement be liable to escheat or be forfeited to the Government of Uganda.

(3) Where immediately before the commencement of this Constitution any person held any property or assets in trust for the President for the purposes or in the right of the Government of Uganda, that person shall

from the commencement of this Constitution hold such property or assets on the like trust for the Government of Uganda.

The above legal effects rendered the **Buganda Land Board Public Limited Company previously owned by the Uganda Government and the Buganda Kingdom vides the instruments of the 1962 Constitution** a dormant corporate. **A dormant company is one that exists legally but is not actively engaged in business or trading, meaning it has no income or significant accounting transactions for a period, and it still has certain legal obligations to fulfill. A dormant company is a company that is not actively trading or carrying on business, and has no income for the whole of the basis period. Even though a company is dormant, it still has ongoing legal responsibilities, such as filing annual accounts, submitting a confirmation statement, and keeping HMRC informed with nil returns. Companies may choose to become dormant for various reasons, such as taking a break from trading, preserving a company's identity without operating, or simplifying compliance.** The Buganda Land Board Public Limited was **restituted in 1993 by the traditional rulers and restitution of assets law that I will share with you below**. After acquainting yourself with the law, its operations after the enactment of the law have been affirmed by the CEO of the Kabaka of Buganda Corporation sole and many others in the publications that you will see subsequent.

CHAPTER 247

THE TRADITIONAL RULERS (RESTITUTION OF ASSETS AND PROPERTIES) ACT.

Arrangement of Sections.

Section

1. Interpretation.
2. Restoration of assets and properties previously confiscated by the State.
3. Reversion of certain assets and property.

Schedule

Schedule Assets and property of the traditional ruler of Buganda.

CHAPTER 247

THE TRADITIONAL RULERS (RESTITUTION OF ASSETS AND PROPERTIES) ACT.

Commencement: 30 July, 1993.

An Act to give effect to article 118A of the Constitution of 1967 and to restore to traditional rulers assets and properties previously owned by them or connected with or attached to their offices but which were confiscated by the State and to make other provisions relating or incidental to, or consequential upon, the foregoing.

1. Interpretation.

In this Act, unless the context otherwise requires, "traditional ruler" means king or ruler by whatever name called, as referred to in article 118(1) of the Constitution repealed by the Constitution (Amendment) Statute, 1993, and any successor of such traditional ruler.

2. Restoration of assets and properties previously confiscated by the State.

(1) Subject to the other provisions of this section, any asset or property previously confiscated by the State from or in respect of or in relation to any traditional ruler under the Constitution of 1967 is, with effect from the commencement of this Act, transferred to that traditional ruler without any further assurance than this Act.

(2) A traditional ruler to whom any asset or property is transferred under this section shall, in the case of land, have the same estate or interest as was previously held by the Uganda Land Commission in respect of that land.

(3) Notwithstanding anything in this Act, all regalia where they exist shall vest in the traditional ruler in accordance with subsection (1), without the need for negotiation.

(4) For the avoidance of doubt, in the case of Buganda, the assets and properties specified in the Schedule to this Act shall, on the commencement of this Act, vest in the traditional ruler of Buganda for the same estate or

interest as was held by the Uganda Land Commission at the commencement of this Act.

(5) In the case of traditional rulers other than the traditional ruler of Buganda, the Government shall hold negotiations with the traditional rulers concerned with a view to returning to them such assets and properties as may be agreed.

(6) Subsection (5) applies to the traditional ruler of Buganda in respect of any asset or property other than those specified in the Schedule to this Act.

(7) Where it is agreed to transfer any asset or property to a traditional ruler under subsection (5) or (6), subsection (1) shall apply to the asset or property with effect from the date approved in the agreement.

(8) Notwithstanding any provision of the Registration of Titles Act, the registrar of titles shall take all necessary steps for giving effect to the transfer of any asset or property effected by this section free from any tax, duty or fee whether by the alteration or cancellation of any relevant certificate of title, the issue of a fresh certificate of title or otherwise.

3. Reversion of certain assets and property.

For the avoidance of doubt, any asset or property vested in the Government in respect of any traditional ruler by section 3 of the Special Pensions (Former Rulers and Constitutional Heads) Act shall, upon the commencement of this Act, be deemed to have reverted to the traditional ruler concerned under section 2 of this Act and subject to subsection (5), (6) and (7) of that section.

———

Schedule.

s. 2.

Assets and property of the traditional ruler of Buganda.

1. The Bulaange
2. The Lubiri at Mengo
3. The Butikkiro
4. The Buganda Court Building
5. Kabaka's official 350 square miles of land
6. Namasole's ten square miles of land
7 Banalinya's land
8. Kabaka's lake
9. Former Omulamuzi and Omuwanika's official residences of Mengo
10. Land adjacent to Lubiri on which three Buganda Ministerial houses used to stand
11. All Bassekabaka's Tombs
12. Buganda Works Building at Kakeeka
13. Basiima House
14. Nalinya's house at Lubaga

———

History: Statute 8/1993.

Cross References

Constitution of 1967.
Constitution (Amendment) Statute, Statute 7/1993.
Registration of Titles Act, Cap. 230.
Special Pensions (Former Rules and Constitutional Heads) Act, Act 19/1967.

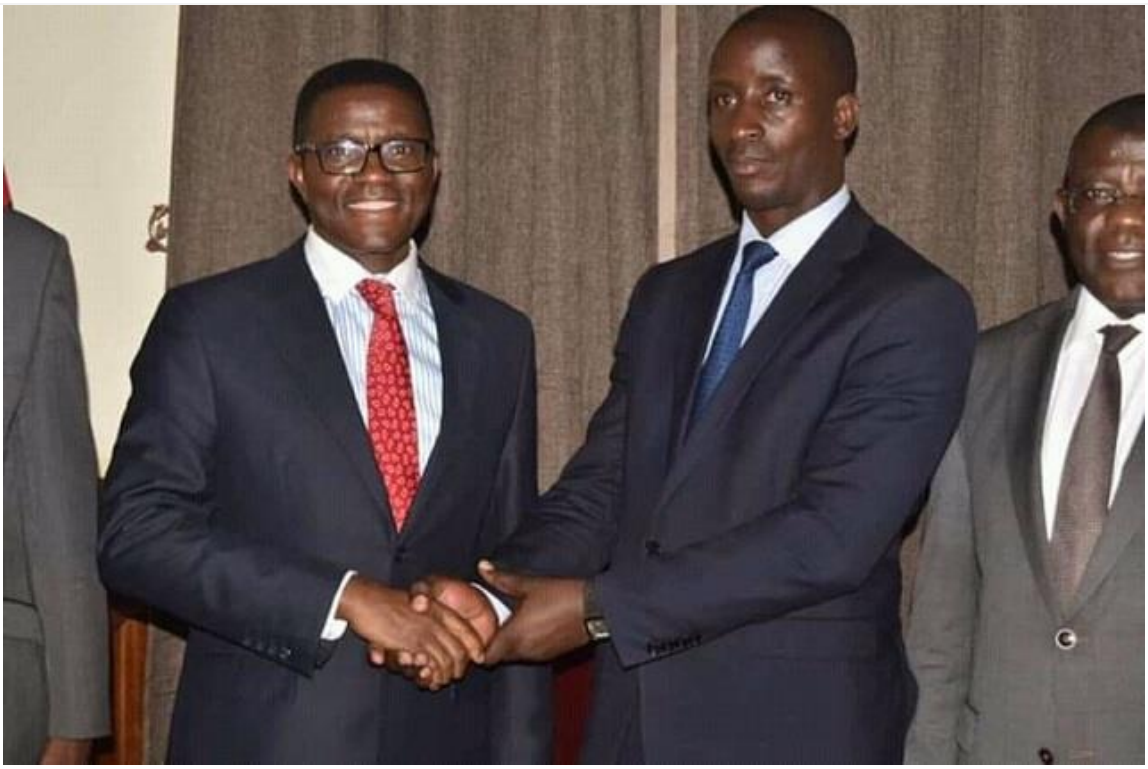
———

The Buganda Land Board public limited company was restituted in 1993 by the above law and the above was publically affirmed by the CEO of the Buganda Kingdom Group, Charles Peter Mayiga in a public address below that was captured by the independent media house. The evidence is below.

Source: https://www.independent.co.ug/buganda-land-board-gets-new-ceo/

Buganda Land Board gets new CEO

The Independent March 3, 2020



Katikkiro of Buganda Charles Peter Mayiga has announced the appointment of Simon Kabogoza as the new Chief Executive Officer (CEO) of Buganda Land Board, replacing Owek. PHOTO via @BugandaLandB

Kampala, Uganda | THE INDEPENDENT | The Kabaka of Buganda Ronald Muwenda Mutebi II has appointed Simon Kaboggoza as the new Chief Executive Officer of Buganda Land Board, a company that manages as the kingdom land.

Kaboggoza replaces David Kyewalabye Male who in February last year was appointed as Minister in Charge of Culture, Security, and Tourism. Speaking

to reporters at Bulange Mengo, the seat of the Kingdom, the Katikkiro Charles Peter Mayiga said there was need to leave Kyewalabye as the CEO to allow for a smooth transition as they searched for a replacement.

"The management of the Buganda Land Board selected Kaboggoza as the most suitable candidate to replace Kyewalabye Male. I also presented his credentials to the Kabaka who was pleased with them and hence appointed him as the CEO," Mayiga said.

Buganda Land Board was created in 1993 immediately after the coronation of Ronald Muwenda Mutebi II as the 36th Kabaka of Buganda. It was then known as the Ebyaffe Board led by former Masaka municipality MP John Kawanga. He was later to be replaced with the late James Mulwana, Levi Zzimbe and Marin Kasekende.

The company administers the Kabaka's 360 square mile land, the land that houses Bulange and Masengere complexes, the county and sub-county land, the official Katikkiro, Muwanika, Mulamuzi and Namasole land among others. Kyewalabye Male has been at the helm of the company for almost 12-years having assumed the office in 2008.

The operation of the Buganda Land Board that we are talking about was affirmed by the **CEO Charles Peter Mayiga to the public vides the article above**. This implies that the Buganda Land Board has been operational since then.

Further assurance about the operations of the Buganda Land Board after the establishment of the **Traditional Rulers (Restitution of Assets and Properties) Act of 1993** was provided in the article below that was given by the spokesman of **the Buganda Land Board, Joseph Kimbowa** in an article published by the weekly observer while addressing the public below.

Joseph Kimbowa, the spokesperson of Buganda Land Board (BLB),

Source: https://observer.ug/viewpoint/buganda-land-board-is-far-more-than-a-land-vending-agency/

VIEW POINT

Buganda Land Board is far more than a land-vending agency

by **Joseph Kimbowa**February 24, 2021

Indeed, for the couple of years I have worked with Buganda Land Board, I have met quite a number of people with similar needs, carrying the honest belief that Buganda's land management agency can and should help.

This scenario reveals three things. First, many people would love to own land but do not know how to go about it. Two, people misunderstand the mandate of Buganda Land Board and three, people trust Buganda Land Board. This is due to a number of factors.

In the first instance, we all know that land is the most important source of livelihood, either for commercial or subsistence reasons. So, in many cases in our traditional beliefs, for every person to be deemed to have found a purpose in life, they are expected to have acquired a plot of land and probably built a simple house on it.

Thus the demand for small plots (50×100) can only continue growing. In the second instance, some people equate Buganda Land Board to the multitudes of property vending companies which usually acquire large chunks of land, sub-divide them and sell them at a profit.

One of the people that wanted a plot told me, "I don't want to be conned by these property agencies. I know many people that have fallen prey to their bad land deals."

That brings in the third issue – trust. Stories abound of people being defrauded by property agencies in the name of selling them land. They, therefore, feel safer to deal with such an establishment as BLB which boasts a permanent address, proper management structure and a team of professionals.

I was forced to humbly explain to these people that while Buganda Land Board has the expertise and experience to serve them in that area, their cardinal mandate is far bigger than the land retail business. **I informed them that when government reinstated traditional rulers through the Traditional Rulers (Restitution of Assets and Properties) Act of 1993, the Kabaka re-established Buganda Land**

Board as managers of his estate (Olusuku lwa Kabaka) which measures up to 350 square miles.

The subsequent memorandum of understanding between the President of Uganda and the Kabaka of Buganda signed in 2013 returned more land to Buganda Kingdom including land in urban centres, land for Ssaza chiefs, land for Katikkiro, Omuwanika, Omulamuzi, Nnaalinya, etc.

This thus expanded BLB's mandate to managing at least 1,000 square miles spread across Buganda. To put it into perspective, it is hard to find a land-vending agency with land bigger than one square mile. When Buganda's land was returned, after over 30 years in state hands, almost all of it had been occupied by people with little or no proper planning.

Buganda Land Board, therefore, primarily embarked on a sanitizing process including identifying all tenants on this land, registering them, surveying for those that can afford and issuing lease titles to the interested.

Unfortunately, you will realize that most urban slums are found on Kabaka's land simply because when the land was still in government hands, people would effortlessly settle on it. And since the Kabaka cannot evict people, the least BLB can do is to advise them to register and start paying nominal ground rent as stipulated by the Land (Amendment) Act of 2010.

On rare occasions, through Kabaka's chiefs and elders at grassroots, we have identified land that could eventually be utilised for commercial reasons. For instance, the kingdom is currently overseeing the construction of low-cost houses in Ssentema where hundreds of housing units are expected to be set up in a well-planned environment.

The same was done for the high-end population in Kigo, under the Mirembe Villas estate. However, unlike the property agencies, BLB does not deal in subdividing and selling off small plots for a profit. Our mandate is to strictly ensure that all people on kingdom land are safe, through acquisition of proper documentation for their respective land.

This notwithstanding, I told them that we recently introduced a department that offers land-related services to people on private mailo/land. So, in case they need survey, conveyancing, physical planning or title processing services, this department, found at our respective branches, can help.

josepkimbowa@gmail.com

The author works with Buganda Land Board.

With the above evidence in play its clear that the Buganda Land Board Public Limited was restituted by the **Traditional Rulers (Restitution of Assets and Properties) Act of 1993**, that was run by MP John Kawanga who was later late James Mulwana, Levi Zzimbe and Marin Kasekende as stated by **Kabaka of Buganda Corporation Sole CEO, Charles Peter Mayiga** in the article seen prior done by **the Independent publication of Uganda**. Further assurance will be obtained from the communiqué below.

Source: https://ugandaradionetwork.net/story/buganda-land-board-gets-new-ceo

Buganda Land Board Gets New CEO

Kaboggoza replaces David Kyewalabye Male who in February last year was appointed as Minister in Charge of Culture, Security, and Tourism. Speaking to reporters, at Bulange Mengo, the seat of the Kingdom, the Katikkiro Charles Peter Mayiga said there was need to leave Kyewalabye as the CEO to allow for a smooth transition as they searched for a replacement.

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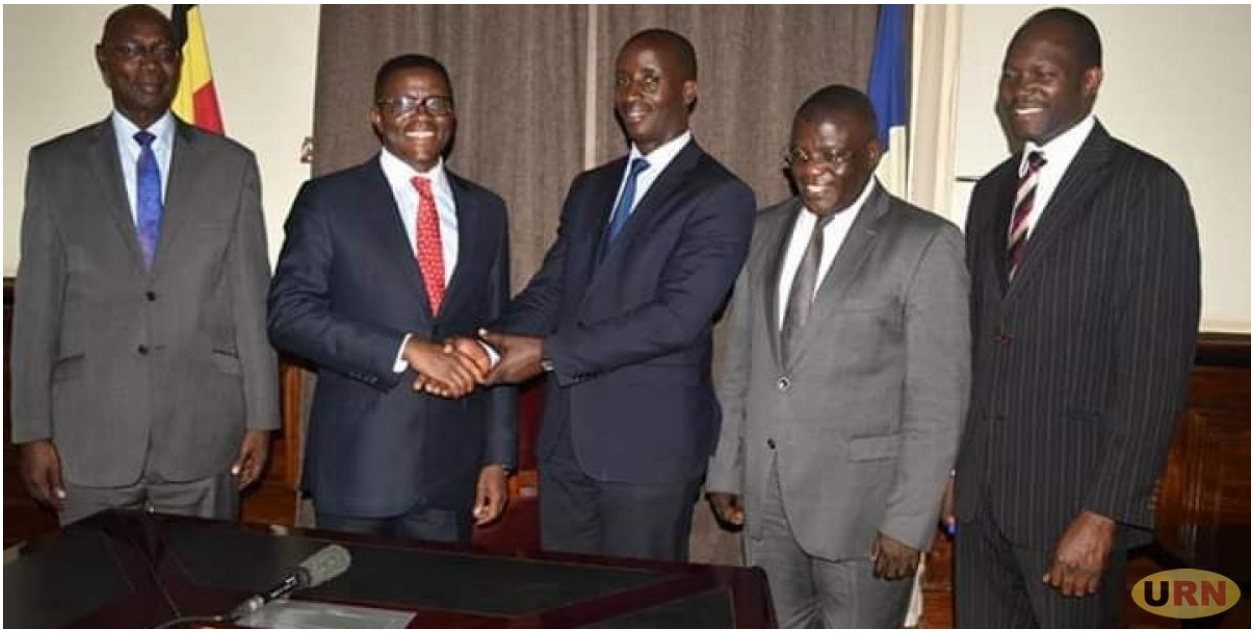
By Baker Batte



Katikkiro Charles Peter Mayiga and Simon Kaboggoza

The Kabaka of Buganda Ronald Muwenda Mutebi II has appointed Simon Kaboggoza as the new Chief Executive Officer of Buganda Land Board, a company that manages as the kingdom land.

Kaboggoza replaces David Kyewalabye Male who in February last year was appointed as Minister in Charge of Culture, Security, and Tourism. Speaking to reporters at Bulange Mengo, the seat of the Kingdom, the Katikkiro Charles Peter Mayiga said there was need to leave Kyewalabye as the CEO to allow for a smooth transition as they searched for a replacement.

"The management of the Buganda Land Board selected Kaboggoza as the most suitable candidate to replace Kyewalabye Male. I also presented his credentials to the Kabaka who was pleased with them and hence appointed him as the CEO," Mayiga said.

Buganda Land Board was created in 1993 immediately after the coronation of Ronald Muwenda Mutebi II as the 36th Kabaka of Buganda. It was then known as the Ebyaffe Board, led by former Masaka municipality MP John Kawanga. He was later to be replaced with the late James Mulwana, Levi Zzimbe and Marin Kasekende.

The company administers the Kabaka's 360 square mile land, the land that houses Bulange and Masengere complexes, the county and sub-county land, the official Katikkiro, Muwanika, Mulamuzi and Namasole land among others. **Kyewalabye Male has been at the helm of the company for almost 12-years having assumed the office in 2008.**

"BLB I think is one of the best managers of land in Uganda. We thank Owek. Kyewalabye for his service to the kingdom. We expect Kaboggoza to do the same after all he's not new in the organisation," Mayiga said. Kaboggoza has been at BLB for five year where he has been deputizing Kyewalabye.

So with the assurance in the article above that I will state verbatim here"……. **Kyewalabye Male has been at the helm of the company for almost 12-years having assumed the office in 2008**……..".All of us can say that Buganda Land Board had been in operation since 1993 given that David Kyewalabye Male whose picture is below was the CEO for the corporate as adduced above.

David Kyewalabye Male was CEO of the Buganda Land Board Public Limited since2008

So up to this point we are all sure that the Buganda Land Board that had been rendered dormant by the 1967 Constitution and the 1969 Public Lands Act, had been restituted by the **Traditional Rulers (Restitution of Assets and Properties) Act of 1993. It's the same BLB that reported the matter in Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014) a case that you will see below.**

However something crazy happened and it was done in **2013 by Kizito Bashir Juma, the Head Land Management Department in the Buganda Land Board Public Limited** whose picture is below.

Kizito Bashir Juma was in court and rendered the **Buganda Land Board corporate non extant in a manner that amounts to fraud on court** in the case of **Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014).**

Needless to state that, **fraud** is not an **"error" or "mistake"** because it goes to the **root of the title** and requires proof to the standard stated in **GM Combined (U) Ltd v AK Detergents (U) Ltd (3) (Civil Application No 23 of 1994) 1994 UGSC 3 (4 October 1994)**. The position of the law as relates to fraud is well settled. In the case of **Fredrick J. K. Zaabwe v. Orient**

Bank & 5 O'rs, S.C. C.A No. 4 of 2006,(at page 28 of the lead judgment)Justice Katureebe JSC, relied on the definition of fraud taken from **Black's Law Dictionary, (6th Ed) at page 660** as follows;

> "***An intentional perversion of truth for purposes of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Anything calculated to deceive, whether by a single act or combination or by suppression of truth or suggestion of what is false, whether it is by direct falsehood or innuendo by speech or silence, word of mouth or look or gesture... A generic term embracing all multifarious means which human ingenuity can devise and which are resorted to by one individual to get advantage over another by false suggestion or by suppression of truth and includes all surprise, trick, cunning dissembling and any unfair way by which another is cheated. "Bad faith" and fraud are synonymous and also synonymous of dishonesty, infidelity, faithlessness, perfidy, unfairness etc. ..As distinguished from negligence, it is always positive intentional. It comprises all acts, omissions and concealments involving a breach of a legal or equitable duty and resulting in damage to another. And includes anything calculated to deceive whether it be a single act or combination of circumstances, whether the suppression of truth or the suggestion of what is false whether it be by direct falsehood or by innuendo by speech, or by silence by word of mouth or by look or gesture."***

The above extensive definition, in my view, encapsulates all aspects of what constitutes fraud. Further in the case of **Kampala Battlers Ltd v. Damanico (U) Ltd., S.C.C.A No. 22of 1992, Wambuzi, CJ (at page 5 of his judgment)** quoting the trial judge on the definition of fraud that stated that;

> "***It is well established that fraud means actual fraud or some act of dishonesty."***

In the instant case, Kizito Bashir Juma, Head Land Management and survey at the Buganda Land Board Public Limited went ahead and declared his employers non extant dishonestly in the manner depicted in **Kampala**

Battlers Ltd v. Damanico (U) Ltd., S.C.C.A No. 22of 1992, Wambuzi, CJ (at page 5 of his judgment)(Supra). Its interesting that at the time this was done, David Kyewalabye Male was the CEO of the corporate. David Kyewalabye Male will have to tell us who the other directors both executive and non-executive of the corporate where when this happened. The act done by **Kizito Bashir Juma in Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014)** amounts to **fraud on court.**

Commission **of fraud on court** and **suppression of material facts** are the core issues involved in these matters. **Fraud as is well-known vitiates every solemn act.** Fraud and justice never dwells together. **Fraud** is a conduct either by letter or words, which induces the other person, or authority to take a definite determinative stand as a response to the conduct of former either by word or letter. It is also well settled that **misrepresentation like the one we see in Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014) itself amounts to fraud.**

"no Court in this land will allow a person to keep an advantage which he has obtained by fraud. No judgment of a Court, no order of a Minister, can be allowed to stand if it has been obtained by fraud. Fraud unravels everything". The Court is careful not to find fraud unless it is distinctly pleaded and proved; but once it is proved it vitiates judgments, contracts and all transactions whatsoever."

In the case of fraud on a party to the suit or proceedings, the Court may direct the affected party to file a separate suit for setting aside the decree obtained by fraud. Inherent powers are powers, which are resident in all Courts, especially of superior jurisdiction. These powers spring not from

legislation but from the nature and the constitution of the tribunals or Courts themselves so as to enable them to maintain their dignity, secure obedience to its process and rules, protect its officers from indignity and wrong and to punish unseemly behaviour. This power is necessary for the orderly administration of the Court's business. It will bear repetition to state that any order obtained by practicing **fraud on court is also non-est in the eyes of law**. So here we are with Kizito Bashir Juma rendering the Buganda Land Board Public Limited non extant through a ruling obtained by fraud on court and abuse of office per se.

We are now confident that the **Buganda Land Board Public Limited** managed by Kaya Kavuma and others until Kizito Bashir Juma went to court and rendered it closed in the ruling of **Buganda Land Board vs John Wampamba** that you are seeing below was in operation.

Source: https://ulii.org/akn/ug/judgment/ughcld/2014/91/eng@2014-02-20

Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014)

Download DOCX (17.5 KB)

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
LAND DIVISION
MISC. CAUSE NO. 622 OF 2013
(ARISING FROM CIVIL SUIT NO. 244 OF 2013)

BUGANDA LAND BOARD……
APPLICANT

VERSUS

JOHN WAMPAMBA……
RESPONDENT

RULING

BEFORE HONOURABLE LADY JUSTICE EVA K. LUSWATA

This application was brought by chamber summons under Order 7 rule 11 and 19 of the Civil Procedure Rules SI 71-1 and Section 98 CPA for orders that the plaintiff's plaint be rejected and struck out for suing a non-existent party and for being misconceived, incompetent, frivolous and vexatious, bad in law as it does not disclose a cause of action and costs of the application.

The application is supported by the affidavit of Bashir Kizito Juma the Head Land Management Department of the applicant in which he states *interalia* that:-

1. The applicant herein was wrongly sued and or unnecessarily dragged to court in civil suit No. 244 of 2013.
2. The applicant is a non-existing person with no capacity to sue and or be sued.
3. The respondent's suit is barred by law, misconceived, incompetent, frivolous and vexatious, and an abuse of court process.
4. The respondent/plaintiff has no cause of action, or at all, against the applicant.

The respondent despite having been served with court process did not file an affidavit in reply and no reasons were advanced to explain either the respondent's or his counsels' absence. The applicant applied to have the application to proceed *exparte* under **Order 9 rule 20(1) CPR** which was granted by this court.

Counsel for the applicant submitted that in paragraph 2 of the plaint, the applicant was referred to by the plaintiff/ respondent as a body corporate capable of being sued. With such averment in the plaint, the burden of proof shifted to the plaintiff to prove the proper capacity of the defendant to sue and to be sued. **Section 101 of the Evidence Act Cap 6** puts the burden of proof of a fact on the one who asserts that fact. That the plaintiff

in this case has to discharge this burden to the required standard.It was also argued that the applicant in paragraph 2 of the Written Statement of Defence clearly averred that it filed the Written Statement of Defence in protest as it is not aware of its legal existence but nevertheless, it was served with court process.It was contended that, the applicant has no legal capacity to sue or be sued in its name and the respondent has failed to discharge this burden since he has not opposed the application by filing an affidavit in reply.

Counsel further submitted that a suit in a name of a non-existing plaintiff or defendant is bad in law and the same ought to be rejected by court. Counsel relied on the case of **Fort Hall Bakery Supply Co. Vs. Fredrick Muigai Wangoe [1959]1 EA 474.** That such a suit against a non-existent party cannot be amended to replace a party that has legal existence since there is no plaint at all. On this principle, counsel relied on the cases of **Trustees of Rubaga Miracle Centre Vs. Mulangira Simbwa HCMA No. 516 of 2005** and **Auto Garage vs. Motokov [1971] EA 514.** A suit against a non-existent party is misconceived, incompetent and frivolous and the same ought to be dismissed, see also **Justice Yorokamu Bamwine** in **Bagamugunda Vincent vs. UEB (in liquidation) HCCS No. 400 of 2007.**

It is trite that where facts are sworn in an affidavit and the other party does not file an affidavit in rebuttal, the facts therein are presumed to have been accepted by the other party. It was held in the case of **Samwiri Massa Vs. Rose Achen [1978] HCB 297** that where certain facts are sworn in an affidavit, the burden to deny them is on the other party and if he or she does not, they are presumed to have been accepted and the deponent need not raise them again. If they are disputed then he has to defend them. In the instant case, the applicant swore an affidavit stating that it is not a body corporate. However the respondent who was alleging so(by effect of his pleadings) did no present dispute that fact as sworn by the applicant.

I have read and agree fully with the authorities relied on by the applicant. A suit instituted for or against a non-existent person is bad in law. This is an error that goes to the root of the claim and substitution of such a party with a real or corporate person cannot be permitted in law.

No evidence was adduced to show that the Buganda Land board is a body corporate which was incumbent upon the respondent as the plaintiff. The result is that the respondent sued a non-existing person. The suit is thereby

bad in law and an abuse of court process. The court has through its own independent investigations confirmed that the Buganda Land Board is a business arm of the Buganda Kingdom which was instated constituted to manage the kingdom land and buildings. Accordingly depending on where this land is situate, the right party to be sued should have been the Kabaka of Buganda. Indeed Article **246 (3) (a) of the Constitution** provides that:

> "*The institution of a traditional leader or a cultural leader shall be a corporate sole with perpetual succession and with capacity to sue and be sued and to hold assets or properties in trust for itself and the people concerned."*

Therefore the claim in Civil Suit No. 244 of 2013 against the Buganda Land Board is dismissed for being instituted against an entity or person having no legal existence or an entity not known in law. However, since I have found that the applicant is a non-existent person in law, they can neither receive nor pay costs. Therefore, this application succeeds without costs and likewise, the suit as against the Buganda Land Board, the 1st defendant, is dismissed with no order as to costs.

I so order.

EVA K. LUSWATA
JUDGE
20/02/2014

In this matter the Buganda Land Board that was established by the 1961 Buganda agreement that we are making you privy to below at the same time with the Uganda Land Commission using effect 19 of the document below was rendered **a corporate dormancy** using the ruling above detailed as **Buganda Land Board v Wampamba (Miscellaneous Cause 622 of 2013) [2014] UGHCLD 91 (20 February 2014).** Please you have seen **the 1961 Buganda Agreement and the laws that put the public entity in place** which makes you see when the legitimate **Buganda Land Board was conceptualized**. The **Buganda Land Board public limited** was rendered a **corporate dormancy** by the above ruling.

WHY? After these people had secured the above ruling they were supposed to wind up the Buganda Land Board public Limited in line with the dictates of the Company Act 2012 of Uganda. That company act of Uganda takes you through the dissolution process of companies in Uganda. This was not done. Because it was not done, the Buganda Land Board public limited was rendered **a corporate dormancy** by the actions of **Kizito Bashir Juma and the Strategic management of the Kabaka of Buganda Corporation sole** that we have seen above and the management team that we will see below that the **Uganda Police will now have to call to make statements about the legality of the entity.**

Then in 2015 the Kabaka of Buganda Corporation sole incorporated another Buganda Land Board and this was done by the law firm and the then Kabaka of Buganda Corporation sole lawyers A.F.MPANGA AND COMPANY ADVOCATES A FIRM RUN BY THE KABAKA'S PERSONAL LAWYERS DAVID F.K.MPANGA AND FREDRICK.J.MPANGA who actually also new that the **Buganda Land Board Public Limited** had been restituted in 1993.The pictures of the Ugandan Lawyers rensiposnsible for registering this private company that we have just discovered is a fraud are below.

DAVID F.K.MPANGA

Frederick J. Mpanga

The copies of the documents that incorporated the Buganda Land Board Private Limited have been put here below for everyone to see.

07 DEC 2023
Nalukwago Racheal
REGISTRAR

CTC 231207131540.40 ORIGINAL COPY

G231130-2201

Company form 20 Reg 26(3)

THE REPUBLIC OF UGANDA

THE COMPANIES ACT 2012

NOTIFICATION OF APPOINTMENT OF DIRECTOR AND SECRETARY OF COMPANY

(Under section 192 (1) (4) of the Act)

Company name: BUGANDA LAND BOARD -SMC LIMITED

Presented by: KABOGOZA SIMON

TO THE REGISTRAR OF COMPANIES

TAKE NOTE that the person/ persons whose particulars are provided below has/have been appointed as director/ directors/ secretary of the above named company with effect from the 19th day of November the year 2023

(a)PARTICULARS OF DIRECTORS -INDIVIDUALS

Names	Date of Birth	Address	Nationality	Occupation	Other Directorships
KASEKENDE NICHOLAS	1976-11-20	UGANDA , CENTRAL , KAMPALA , LUNGUJJA , BULANGE A	UGANDAN	EDUCATIONIST	
NAIGA REHEMA SEGUYA	1964-06-09	UGANDA , CENTRAL , KAMPALA , BUKASA , MUYENGA HILL	UGANDAN	HUMAN RESOURCE MANAGER	
KISITU RITA NAMYALO	1975-01-02	UGANDA , CENTRAL , WAKISO , MUTUNGO WARD , MUTUNGO CENTRAL	UGANDAN	PUBLIC HEALTH PRACTITIONER	
KITENDA JOHN	1974-12-17	UGANDA , CENTRAL , MUKONO , NYENJE WARD , KIGUUGA	UGANDAN	ACCOUNTANT	
KIGGUNDU ROBERT HENRY	1970-12-16	UGANDA , CENTRAL , KAMPALA , KIWATULE , KAZINGA A	UGANDAN	ARCHITECT	
NYOMBI ALEX	1979-06-03	UGANDA , CENTRAL , KAMPALA , LUNGUJJA , BULANGE A	UGANDAN	GEOPHYSICIST	
KASUJJA KASULE AYUB	1974-06-21	UGANDA , CENTRAL , KAMPALA , BUKOTO I , UCB ZONE A	UGANDAN	ARCHITECT	
KAMULEGEYA FRANCIS	1967-12-12	UGANDA , CENTRAL , KAMPALA , LUNGUJJA , BULANGE A	UGANDAN	ACCOUNTANT	
KABOGOZA SIMON	1974-02-20	UGANDA , CENTRAL , WAKISO , KIKAJJO , KIKAJJO CENTRAL	UGANDAN	SOCIAL SCIENTIST	
		UGANDA , CENTRAL ,			

REGISTRAR OF COMPANIES

URSB UGANDA REGISTRATION SERVICES BUREAU
07 DEC 2023
Nalukwago Racheal
REGISTRAR

CTC 231207131540.54 ORIGINAL COPY

NANSUBUGA MARY	1983-02-08	KAMPALA , KANSANGA , DIPLOMATE	UGANDAN	CONSULTANT	
KAVUMA PAUL MUWANGA	1971-11-29	UGANDA , CENTRAL , KAMPALA , MUTUNDWE , MUTUNDWE I B	UGANDAN	INSURER	

PARTICULARS OF CORPORATE DIRECTORS

Names	Address	Postal address

(b) PARTICULARS OF THE PERSON(S) WHO IS SECRETARY
PARTICULARS OF INDIVIDUAL SECRETARY

Names	Residential Postal address
KABOGOZA SIMON	UGANDA , CENTRAL , WAKISO , KYENGERA , KIKAJJO , KIKAJJO CENTRAL

PARTICULARS OF CORPORATE SECRETARY

Names	Registered office

Dated the 30th day of November the year 2023

Signed: ..... Director

Signed: ..... Secretary

REGISTRAR OF COMPANIES

The Incorporation documents of the Buganda Land Board Private Limited done by A.F.MPANGA AND COMPANY ADVOCATES, after the ruling in Buganda Land Board v Wampamba (Miscellaneous Cause 622 of 2013) [2014] UGHCLD 91 (20 February 2014) can be obtained from the above directors of the Buganda Land Board Private Limited corporate façade.

This now implies that with the help of **A.F.MPANGA AND COMPANY ADVOCATES,** using the above documents, the Buganda Land Board private Limited was formed before even winding down the Buganda Land Board Public Limited that was ruled non extant by **Buganda Land Board v Wampamba (Miscellaneous Cause 622 of 2013) [2014] UGHCLD 91 (20 February 2014).** This effectively created two Buganda Land Boards that I have put below.

1. Buganda Land Board Public Limited that has been rendered dormant by **Buganda Land Board v Wampamba (Miscellaneous Cause 622 of 2013) [2014] UGHCLD 91 (20 February 2014).**
2. Buganda Land Board Private Limited that has just been incorporated by **A.F.MPANGA AND COMPANY ADVOCATES,** vides the documents that you have just seen above

This implies that there are two Buganda Land Boards in operation. One that was established by the 1961 Buganda Agreement operating in corporate dormancy and the other established by the Charles Peter Mayiga in 2015. This means that the **Buganda Land Board Private Limited** is a **corporate façade** operating in breach of **effects 38 and 39 of the Company Act 2012.**

In legal terms, a **"corporate facade"** refers to a situation where a company is used as a mere tool or sham to conceal the true nature of a transaction or to avoid legal obligations, allowing courts to "pierce the corporate veil" and

hold individuals or other entities responsible, **allowing courts to "pierce the corporate veil" and hold individuals or other entities responsible that we are most likely going to do as mandated by the law**. The **Company Act, 2012 effects** that **are breached** as a result of the above facts are below.

37. Power to require company to abandon misleading name

(1)Where in the registrars' opinion the name by which a company is registered gives a misleading indication of the nature of its activities as to be likely to cause harm to the public, the registrar may direct it to change its name.

(2)The direction shall, if not duly made the subject of an application to the court under subsection (3), be complied with within six weeks from the date of the direction or such longer period as the registrar may think fit to allow.
(3)The company may, within a period of twenty one days from the date of the direction, apply to the court to set it aside and the court may set the direction aside or confirm it and, if it confirms the direction, shall specify a period within which it must be complied with.

(4)Where a company makes default in complying with a direction under this section, it is liable to a fine of twenty five currency points and, for continued contravention, to a daily default fine of five currency points.

(5)Where a company changes its name under this section, the registrar shall enter the new name on the register in place of the former name and shall issue a certificate of incorporation altered to meet the circumstances of the case and the change of name has effect from the date on which the altered certificate is issued.

(6)A change of name by a company under this section does not affect any of the rights or obligations of the company or render defective any legal proceedings by or against it and any legal proceedings that might have been continued or commenced against it by its former name may be continued or commenced against it by its new name.

38. Prohibition on trading under misleading name

(1)A person who is not a public company commits an offence if he or she carries on any trade, profession or business under a name which includes as its last part, the words "public limited liability company".

(2)A public company commits an offence if in circumstances in which the fact that it is a public company is likely to be material to any person, it uses a name which may reasonably be expected to give the impression that it is a private company.

(3)A company or officer of a company who contravenes subsection (1) or (2) is liable to a fine not exceeding one thousand currency points or imprisonment not exceeding two years or both and, for continued contravention, to a daily default fine not exceeding twenty thousand currency points.

The Buganda Land Board Private Limited that is seeking to claim **legality** that the **Minister of Lands, Housing and Urban Development ,Honourable Sam Mayanja** seeks to extinguish claiming that they are in breach of the law was established in **2015 with the help of the Kampala Lawyers Fredrick Mpanga and David Mpanga** who vides the above due diligence information we are all now privy to will agree with me was not there when **effect 118 of the 1966 Constitution was enacted**. This finally implies that in Uganda, they are two companies that run with the name Buganda Land Board and special thanks to the Minister who was able to highlight this and as a rensiposnsible corporate citizen at a strategic management level has brought it to our attention and instructed for immediate legal action to be taken. However before we do so, we will have to call the directors of the **Buganda Land Board Private Limited** to explain their part of the story, the above action by our side is supported by the legalese subsequent.

It is also found that by taking a decision affecting rights of **Buganda Land Board Private Limited** and **the directors of the said corporate** without according them opportunity to be heard we will have exercised power improperly and this is based on the legal wisdom subsequent. It is settled that an administrative body/person acts improperly and or illegally where it/he exercises its/his power to decide a question without affording a party affected by the decision an opportunity to be heard, or where the procedure adopted in dealing with the dispute is contrary to principles of natural

justice. **See: Re: Musinguzi Geoffrey and Kiruhura District Local Administration, HCT– 05 – CV – MA – 193 – 2011 (unreported).** It is also the trite law that a decision reached by an administrative body/person which violates principles of natural justice shall not be left to stand. **See: See Sharp v. Welefield (1981) A.C 173 which was relied upon in Re: Interdiction of Bukeni Fred Misc. Appl.No. 139 of 1991, per Musoke – Kibuuka J.** So to avoid the above mistakes, the Uganda Registration services Bureau will have to call the **Buganda Land Board Private Limited and its directors** and its will also call the directors of the **Buganda Land Board Public Limited and its directors** so that they can all come and explain their **corporate position** per se in line with the legal breaches espoused above.

The Ugandan law holds the management liable for running a corporate façade and this is stressed by the Company Act of Uganda effect 38 below.

Source: https://ulii.org/akn/ug/act/2012/1/eng@2015-07-01#part_II__subpart_nn_10__sec_39

Extract of the Company Act 2012

38. Prohibition on trading under misleading name

(1)A person who is not a public company commits an offence if he or she carries on any trade, profession or business under a name which includes as its last part, the words "public limited liability company".

(2)A public company commits an offence if in circumstances in which the fact that it is a public company is likely to be material to any person, it uses a name which may reasonably be expected to give the impression that it is a private company.

(3)A company or officer of a company who contravenes subsection (1) or (2) is liable to a fine not exceeding one thousand currency points or imprisonment not exceeding two years or both and, for continued contravention, to a daily default fine not exceeding twenty thousand currency points.

So the people that are in charge of running the **Buganda Land Board private limited** and those that **rendered the Buganda Land Board Public Limited dormant** that should be charged by the law in breach of **effect 38 of the Company Act 2012** above are below and they should be reported to the **Economic Crimes unit of the Uganda Police** for further investigations and the legal handling of this matter like we have seen them do in economic criminal cases like in **Hct-00-Acd-Sc-N0.0003/2016 Uganda Versus Al: Lwamafa Jimmy A2: Kiwanuka Kkunsa A3: Obey Christopher A4: Bob Kasango**. The pictures of the people who are to be held accountable to both the **Uganda Registration Services Bureau and the Uganda Police Economic Crimes Unit from the corporates** above mentioned **include but are not limited to the following**.

Kizito Bashir Juma rensiposnsible for having through fraud on court having rendered the Buganda Land Board Public Limited non extant in the ruling Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91 (20 February 2014).

Kamulegeya Francis

Kigundu Robert Henry

Nansubuga Mariam

Rita Namyalo

Nyombi Alex

Naiga Rehema Segujja

Kasujja Kasule Ayub

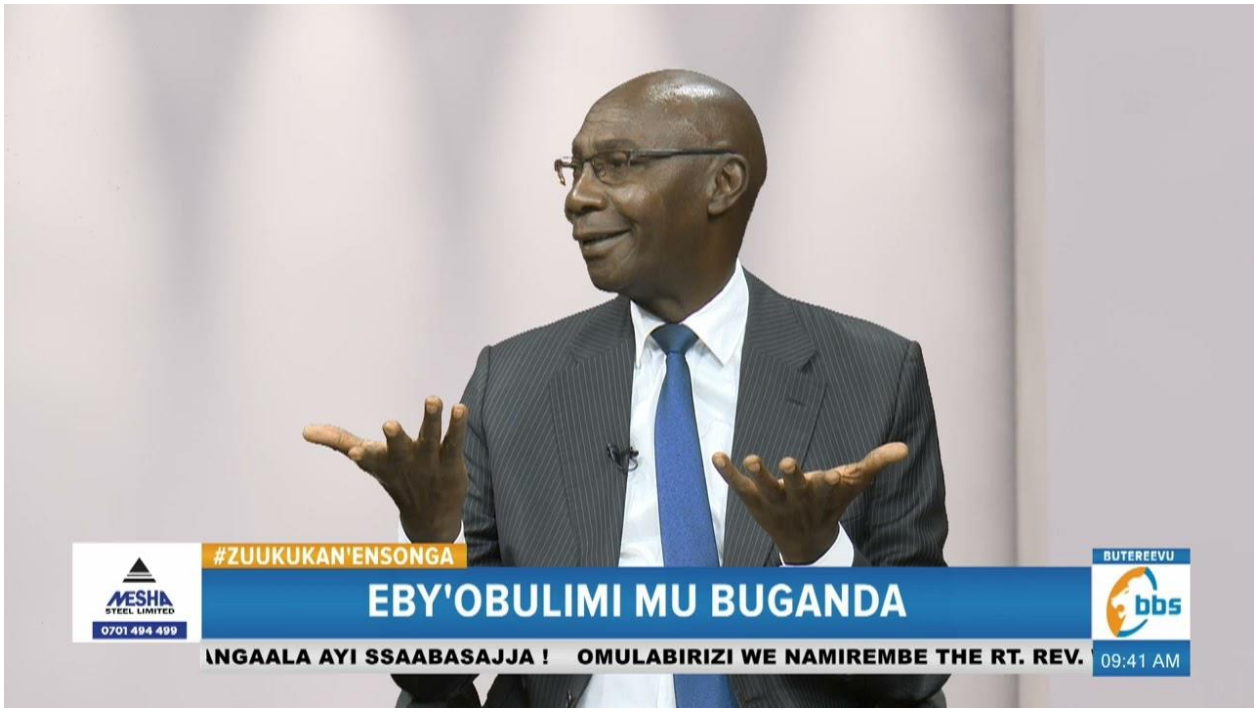
Paul Kavuma Muwanga

Kasekende Nicholas

Simon Kabogoza

Martin Kasekende

David Kyewalabye Male



Hamis Kakomo

Dennis Bugaya

Rehema Nanvuma Wandera

Martin Mujabbi

Rebbeca Magezi

Kayemba Joseph

Kimbowa Joseph

Christopher Bwanika

Wagwa Nsibirwa

The above named persons are in charge of managing the Buganda Land Board Private Limited, a corporate façade that was formed after **Kizito Bashir Juma went to court in the case of Buganda Land Board v Wampamba (Misc. Cause No. 622 of 2013) [2014] UGHCLD 91.**

The Uganda Registration Services Bureau will be able to hold the above named persons liable under the law for breach of directors duties like we

have seen corporations do in the cases of **U.S. v. Skilling, 554 F.3d 529, United States v. Dotterweich ,320 U.S. 277 (1943), United States v. Park, 421 U.S. 658 (1975), Uganda v Geoffrey Kazinda (Session Case HCT-AC/CO 4 of 2016) [2020] UGHCACD 3 (28 October 2020), ulii.org/ug/judgment/hc-anti-corruption-division-uganda/2020/3, Senjako Vs Uganda (Criminal Application No. 141 of 2018) [2019] UGCA 32 (9 April 2019), 9 April 2019, Senkeeto Vs Uganda (Criminal Application No. 146 of 2018) [2019] UGCA 26 (9 April 2019), United States v. Madoff, 1:09-cr-00213 (2009),United Kingdom vs Kweku Adoboli, Lindsay v O'Loughnane [2010] EWHC 529 (QB), and ASIC v Healey & Ors [2001] FCA 717.**

The directors and management of corporations are liable in person for corporate fraud and malfeasance as was seen in the case of **ASIC v Healey & Ors [2001] FCA 717.**

In ASIC v Healey & Ors [2001] FCA 717, On 27 June 2011, Justice Middleton of the Federal Court of Australia found that the directors were in breach of their directors' duties under the Corporations Act. Justice Middleton found that a director cannot simply 'go through the paces' when signing off on financial statements. While a director can rely upon others to prepare the financial statements, the requirements for directors under the Corporations Act does not allow directors to simply discharge the responsibility of accurate financial statements to another competent and reliable person.

A director is required to read, understand and apply his or her own knowledge to financial statements before approving them.

Justice Middleton found that the errors in the accounts were well known to the directors, or if not well known to them, should have been. On this basis Justice Middleton found that the directors failed to take all reasonable steps required of them. Consequently, they failed to exercise the care and

diligence required by directors under the law and thereby breached the relevant Corporations Law directors' duties provisions.

An argument was raised that the sheer volume of information provided in the financial reports is beyond what a reasonable director can digest and analyse. Justice Middleton rejected this and stated that if a director is provided with too much information in regards to a company, so that they cannot understand all its workings, then the director must decrease the volume of information provided to them or increase the amount of time prescribed to absorb the information.

Corporate directors can face criminal liability for their own actions or for crimes committed by the corporation under their direction, particularly if they **"consented to or connived at"** the crime or if the crime was attributable to their neglect. The most prominent theory of corporate criminal liability is respondent superior. Originally developed in tort law, respondent superior holds corporations both civilly and criminally liable for the acts of their employees and agents, so long as the acts were carried out within the scope of their authority and, at least in part, for the benefit of the corporation. **(New York Cent. & Hudson R.R. Co. v. United States, 212 U.S. 481, 494–95 (1909)**. The general proposition that a parent corporation is not liable for the criminal acts of a subsidiary does not apply in all circumstances. A parent's liability for a subsidiary's bad acts can arise under one of two variations on respondent superior:

1. First, the subsidiary may be the agent of the parent, and the employees of the subsidiary may be the subagents of the parent.
2. Second, the two corporations may be so intertwined that the two companies are treated as a single enterprise, such that the employees of the subsidiary are effectively the employees or agents of the parent. **See, e.g., United States v. Johns-Manville Corp., 231 F. Supp. 690, 698 (E.D. Pa. 1963).**

Under respondent superior, two elements must be present for a corporation to be liable for the criminal acts of an employee or agent:

1. First, the employee or agent must have committed a criminal act within the scope of his or her authority with the corporation.
2. Second, the employee or agent must have acted with the intent, at least in part, to benefit the corporation. **(New York Cent. & Hudson R.R. Co. v. United States, 212 U.S. 481, 494–95 (1909); United States v. Demauro, 581 F.2d 50, 53 (2d Cir. 1978).**

In the instant case the Buganda Land Board private limited as always been operated by **Dennis Bugaya, Christopher Bwanika, Wagwa Nsibirwa, Rehema Nanvuma Wandera, Kayemba Joseph, Kimbowa Joseph, Martin Serembe Kasekende,Hamis Kakoomo,David Kyewalabye Male, Kamulegeya Francis, Kigundu Robert Henry, Nansubuga Mariam, Rita Namyalo,Kasekende Nicholas,Nyombi Alex,Rehema Seguya,Kasujja Kasule Ayub,Kavuma Paul Muwanga,Simon Kabogoza, Kizito Bashir Juma,Martin Mujjabi Kutesa, Rebbecca Magezi Bukenya,Lamech Sonko,Christopher Bwanika, Wagwa Nsibirwa, David Mpanga and the Buganda Land Board** among others with the intent, at least in part, to benefit the corporation. All along the arguments that have been seen in the press done by the Buganda Attorney Christopher Bwanika and Dennis Bugaya about the legitimacy of the Buganda Land Board have been done with the intention of enriching the façade and the persons seen above running it per se who we are now holding accountable.

For the corporate benefit element to be met, an employee must be motivated at least in part by a desire to serve the corporation. **See, e.g., United States v. Demauro, 581 F.2d 50, 54 & n. 3 (2d Cir. 1978).** The key question is what the employee intended. The employee's act need not actually confer a benefit upon the corporation, and may instead result in harm to the corporation. **See, e.g., United States v. Ionia Management S.A., 526, F. Supp. 2d 319, 323 (D. Conn. 2007), aff'd, 555 F.3d 303**

(2d Cir. 2008). So long as at least one of the employee's intentions was to benefit the corporation, the corporate benefit element is met. **See, e.g., Standard Oil Co. of Texas v. United States, 307 F.2d 120, 128–29 (5th Cir. 1962).** Courts may then impute the employee's conduct to the corporation. Notably, a corporation can be held criminally liable for "willful blindness" to illegal activity by its personnel. **See, e.g., Acclaim Sys., Inc. v. Infosys, Ltd., 679 Fed. App'x 207, 212 (3d Cir. 2017).** Corporations also may be found criminally liable based on the collective knowledge of its employees of the wrongdoing at issue. **See, e.g., United States v. Pac. Gas & Elec. Co., 2015 U.S. Dist. LEXIS 171577, at *8 (N.D. Cal. Dec. 23, 2015).**An example of the employees activity with the intent to benefit the Buganda Land Board Private limited is implied in the conduct of Kizito Bashir Juma, Head Land Management of Survey of the Buganda Land Board public limited company who went to court and stated that his employer did not exist in **Buganda Land Board v Wampamba (Misc Cause No 622 of 2013) 2014 Ughcld 91 (20 February 2014)** with the intention of rendering the same dormant for they had no intention of winding it up, with the intention of providing justification why they would then open the **Buganda Land Board Private Limited which Dennis Bugaya, Christopher Bwanika, Wagwa Nsibirwa, Rehema Nanvuma Wandera, Kayemba Joseph, Kimbowa Joseph, Martin Serembe Kasekende,Hamis Kakoomo,David Kyewalabye Male, Kamulegeya Francis, Kigundu Robert Henry, Nansubuga Mariam, Rita Namyalo,Kasekende Nicholas,Nyombi Alex,Rehema Seguya,Kasujja Kasule Ayub,Kavuma Paul Muwanga,Simon Kabogoza, Kizito Bashir Juma,Martin Mujjabi Kutesa, Rebbecca Magezi Bukenya,Lamech Sonko David Mpanga and the Buganda Land Board** among others would then use for the benefit of their corporate and them as individuals.

With the above information now in our custody, before the Buganda Land Board Private Limited is taken off the Register of Corporates, there is urgent need to do the following;-

1. Call the directors of both Buganda Land Boards to tell their part of the story.
2. Let each director make a statement how this happened and why the Uganda Registration Services Bureau has never been alerted.
3. Let them provide the information of their corporate filings for both companies as a corporate between 1993 and 2013.
4. Let them provide their corporate filings for both companies between 2013 to date.
5. URSB to immediately inform the Uganda Police Economic Crimes Unit about this fraud and open up criminal cases against Buganda Land Board Private Limited and the Buganda Land Board Public Limited and their directors like we have seen in **Acclaim Sys., Inc. v. Infosys, Ltd., 679 Fed. App'x 207, 212 (3d Cir. 2017), United States v. Pac. Gas & Elec. Co., 2015 U.S. Dist. LEXIS 171577, at *8 (N.D. Cal. Dec. 23, 2015)** and **ASIC v Healey & Ors [2001] FCA 717**.
6. After having collected the evidence, there will then be a need of deregistering the Buganda Land Board Private Limited and subsequently lifting corporate veil so that the directors whose names appear here among others who include **Dennis Bugaya, Christopher Bwanika, Wagwa Nsibirwa, Rehema Nanvuma Wandera, Kayemba Joseph, Kimbowa Joseph, Martin Serembe Kasekende,Hamis Kakoomo,David Kyewalabye Male, Kamulegeya Francis, Kigundu Robert Henry, Nansubuga Mariam, Rita Namyalo,Kasekende Nicholas,Nyombi Alex,Rehema Seguya,Kasujja Kasule Ayub,Kavuma Paul Muwanga,Simon Kabogoza, Kizito Bashir Juma,Martin Mujjabi Kutesa, Rebbecca Magezi Bukenya,Lamech Sonko David Mpanga, the Directors of the Buganda Land Board Public Limited restituted by the 1993 law and the Buganda Land Board Private Limited** will finally be held accountable

Finally with all the above done , **we would have executed the directives given by the Minister of Lands, Housing and Urban Planning stead and finally that will mark the end of the Buganda Land Board Private Limited**. From a glimpse this action will then have unearthed one of the countrys most brazen frauds and white collar crime.

Indeed with the above legal wisdom now in our ambit, there is no way the **Buganda Land Board that was conceptualized in 1961** can claim the land for **Daudi Chwa who died in 1939** for there is no way the man would have sold or gifted it to them at all. A cursory look at the copy of title also indicates that H.H Daudi Chwa has never allotted his private mailo land to **Owesaza of Bugangaizi but currently registered in the Kabaka of Buganda by virtue of the Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge who both claim the land in question with titles that have no correlation with effect 68 of the Registration of Titles Act,Cap 230** . This wisdom properly expunges any claims that would come from the Kabaka of Buganda Corporation sole, the Buganda Land Board Corporate façade and the Owesaza of Bugangaizi.

Finally, the most brazen fraud done by **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** , Owesaza of Bugangaizi but currently registered in **the Kabaka of Buganda** by virtue of the **Traditional Rulers (Restitution of Assets and Properties) Act ,Cap 243 and John Bosco Muwonge** has been unearthed. With the above intel in play **the Uganda Government can finally be saved from the vultures** who want to drain it dry where they hold nothing in form of land.

PROOF FOR BREACH OF RCOD, ABUSE OF OFFICE BY THE COMMISIONES LAND REGISTRATION, CHIEF GOVERNMENT VALUER, PRINCIPLE VALUERS, THE KCCA STAFF AND THE KAMPALA DISTRICT LAND BOARD ARISING OUT OF POOR FINANCIAL REPORTING ABOUT MRV 12,FOLIO 11, F.C 8639,KYADONDO,MENGO,BUGANDA FIRST TITLED ON 29TH JUNE 1911

The Hawkers and Vendors would have never have faced such an adversity had it not been the negligence that has been occasioned on the Lands Management Information System by the Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit who have actually prepared a misleading report that has no legal match with the substantive facts that are on ground and that are legally compliant as we have prior discovered.

In Uganda, a government servant can be professionally liable for their actions or inactions while on duty, particularly in cases of negligence or breaches of duty. The principle of vicarious liability also applies, meaning the government can be held liable for the actions of its employees. Case law and relevant legislation outline specific instances where liability can arise.

The failure of **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit,KCCA** to give the due diligence information of the land in question in compliance with effect 68 of the Registration of titles Act,Cap 230 that I have shown below displays a lot of **professional negligence, fraud and dishonesty.**

68. History of various dealings affecting land to be preserved

Such references shall be noted in the Register Book and on instruments lied hereunder as will allow the title to be traced either downwards from or

upwards to the original certificate of title; but it shall not be necessary in any certified copy of any grant, certificate or instrument to insert such references; and every such copy shall be deemed complete, notwithstanding the omission of such references.

Compliance with the above legal effect has been stressed by the courts of law in **konda Zimula v Byarugaba & anor (H.C.C.S. No. 66 of 2007) [2014] UGHCLD 68 (10 November 2014), Sir John Bageire Vs Ausi Matovu C.A. NO. 7 OF 1996 (C.A.U.), Kenyan Supreme Court in Petition No.08/2021, Dina Management Limited versus Country Government of Mombasa & 5 Others** and **Torino Enterprises Limited v Attorney General (Petition 5 (E006) of 2022), Supreme Court** and its interesting that as part of their reporting about the ownership of the land in question, they did not give the information that we have discovered here above that gives a **true and fair view of the circumstances** that have occurred on the land in question ever since the same was first titled in compliance with **effect 68 of the RTA,Cap 240(Supra).**

The Companies Act of Uganda, provides that the financial statements shall give a 'true and fair view' of the state of affairs of a company, while also complying with the accounting standards notified by the same act be complied with. In the instant case the duty to do due diligence over the land in question is incumbent on **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA** who are supposed to have provided the historical ownership of the land in question in detail like we have done here explaining how each party came to occupy the same and whether such occupation was legal or not. In Uganda, the Commissioner of Land Registration has specific responsibilities regarding land matters, and failing to fulfill these responsibilities can lead to legal challenges. If the Commissioner fails to provide required due diligence information, a party affected by this failure may have grounds to seek judicial review or other legal remedies. The Commissioner Land

Registration has a statutory duty to maintain accurate land records and provide information related to those records upon request. Failure to provide the necessary information, particularly in cases of disputes or investigations, can be viewed as a breach of duty and may lead to legal recourse. We all need to be cautious over land titles that are presented by people like by **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** , because the man claims to be holding the leases as the basis of claim, but know one is telling the world which Mailo Register Volume, Folio and Final Certificate title that lease, block and plot are coming from yet titles that stem from **final certificates, folios and mrvs** are supported by **effect 7(3) of the Registration of Titles Act,Cap 230** that I am sharing with you below.

7. Future grants and final mailo certificates to be registered

(1)The grants in fee or for years of all surveyed public lands remaining unalienated and all final mailo certificates which have not been issued prior to the commencement of this Act shall be in duplicate and in addition to proper words of description shall refer to a plan of the land, and shall be delivered to the Registrar, who on payment of the fee, if any, in respect of the assurance of title shall register the grant or final mailo certificate in the manner hereafter directed.

(2)Registration under subsection (1) shall be deemed and taken to be an enrolment of record of the grant or certificate, and that enrolment shall relate back to the day of the date of the grant or final mailo certificate, and either part of the grant or final mailo certificate when registered under this Act shall be sufficient evidence of a duly enrolled grant or final mailo certificate of the land described in it to or in favour of the person named in it made or issued on the day of the date thereof.

(3)All land included in any final mailo certificate whenever issued shall after the commencement of this Act, be subject to the operation of this Act and shall be deemed to have been registered under it, and no application to bring such land under the operation of this Act shall be necessary.

Indeed in compliance with effect 7(3) of the RTA ,Cap 230 now 240, Daudi Chwa is the original owner of the land in question and has never

sold or gifted the same to the KABAKA OF BUGANDA,CORPORATION SOLE, THE BUGANDA LAND BOARD CORPORATE FAÇADE, THE OWESAZZA OF BUGANGAIZI AND Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru. The failure of the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA** to make the above disclosures borders in the domains of dishonesty and fraud that is directly attributable to them.

The **Supreme Court has held that the test for dishonesty** should be assessed only by reference to whether or not the defendant's conduct is dishonest by the objective standards of ordinary, reasonable and honest people. The Court concluded that there were convincing grounds for holding that **the second limb of the longstanding Ghosh test** did not correctly represent the law and that directions based upon it ought no longer to be given. The Court further stated that the assessment of dishonesty in criminal and civil proceedings should be made by reference to the same test. There has always been confusion around the definition of 'dishonesty'. This has been complicated by differing interpretations in civil and criminal proceedings. In criminal proceedings the leading case was **R v Ghosh** which stipulated a two limbed test: (1) whether according to the ordinary standards of reasonable and honest people what was done was dishonest; and if so (2) whether the defendant himself realized that what he was doing was by those standards dishonest. There is precedent in the civil courts for this combined objective/subjective test of dishonesty, notably **Twinsectra Limited v Yardley and Others [2002] UKHL 12 (21st March, 2002).** However, other cases have favored an entirely objective test (**Privy Council Appeal No, 52 of 1994,Royal Brunei Airlines Sdn. Bbd.v Philip Tan Kok Ming, The Court Of Appeal Of Brunei Darussalam, Judgment Of The Lords Of The Judicial Committee Of The Privy Council. Delivered the 24th May 1995** and **Barlow Clowes International Ltd & Anor v Eurotrust**

International Ltd & Ors (Isle of Man) [2005] UKPC 37 (10 October 2005)). The Supreme Court concluded that there were convincing grounds for holding that the second limb of the *Ghosh* test did not correctly represent the law and that directions based upon it ought no longer to be given. There was no reason why the law should excuse those who make a mistake about what contemporary standards of honesty are. The *Ivey* test for dishonesty is therefore as follows:

> "*When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest*."

So in the instant case the failure for the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA** to disclose the true ownership of the land including the ownership of His Highness Daudi Chwa exhibits a lot of dishonesty on there side. Further in the case of **Kampala Battlers Ltd v. Damanico (U) Ltd., S.C.C.A No. 22of 1992, Wambuzi, CJ (at page 5 of his judgment)** quoting the trial judge on the definition of fraud that stated that;

> **"It is well established that fraud means actual fraud or some act of dishonesty."**

Indeed when the prior paragraphs for dishonesty and the ruling of the Supreme Court in Kampala Battlers Ltd v. Damanico (U) Ltd., S.C.C.A

No. 22of 1992, Wambuzi, CJ (at page 5 of his judgment) and both are correlated with the disclosures done by the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA,**it leaves no doubt that the above mentioned officers will be held liable for the fraudulent disclosures over the ownership of land that was initially registered initially registered as F.C 8639 in the names of His Highness Daudi Chwa of Buganda located in Kyadondo, Mengo Kisenyi Buganda Province. **It's this failure to say the truth that is causing problems for the country and this can be sorted by dealing with the legitimate owner**.

In making some of these decisions, the information subsequent is very critical. Recent reports indicate that fraudulent/fake land titles and deceptive dealings continue to thrive within the Ministry of Lands. One significant case making headlines is **Nairobi Civil Appeal E789 of 2023, where Mas Construction Limited (the "Appellant") contested the rightful ownership of Land Reference Number 209/1916/5 (the "Land") against Abdul Waheed Sheikh and Abdul Hameed Sheikh (the "Original Owners"), along with Hassan Abdi Salan and Mahat Adan Abdirahman Ibrahim (the "Sellers"), among others.** This appeal arises from the judgment of the **Environment and Land Court ("ELC") in Case No. 1480 of 2014**.

The central issue in this case **is determining the rightful owner of the Land, with both the Appellant and the Original Owners claiming ownership**. The case also highlights the fraud within multiply authorities in the processing of a land title.

The Sellers had sold the Land to the Appellant, and the Appellant had completed the transfer process. In 2014, despite the Land being occupied by the Original Owners caretaker, the Appellant filed a case in the Chief Magistrate's Court for distress of rent, seeking to evict tenants from a

house erected on the Land. The Appellant also demolished the structure. In response, the Original Owners filed a lawsuit in the Environment and Land Court, claiming that the Land had been registered in their late father's name and that the family had occupied the Land since 1937, fulfilling all legal obligations of ownership. The Appellant opposed the suit, asserting that it had purchased the Land from the Sellers through a sale agreement, had obtained the necessary clearances and consents, and had conducted three searches to confirm that the Land was legally registered in its name. The Appellant and Sellers claimed that the Land had been allotted to the Sellers in 1997, prior to which it had been unalienated government land. The Sellers used a certified copy of the deed plan (they claimed they had lost the original one), adhered to the terms of the allotment letter and secured title to the Land.

The **court ruled in favour of the Original Owners, finding that the Appellant's title was fraudulently obtained and therefore invalid**. The court noted, among other things, **that the Sellers had failed to provide the original deed plan to obtain title to the Land. Instead, the Appellant claimed that the original deed plan had been misplaced and thus procured a certified copy from the Land Survey of Kenya**. Additionally, the deed file only contained entries related to the Sellers and Appellant's ownership, with no prior transactions, and had been missing for some time.

The Court of Appeal upheld the judgment of the trial court, citing several key points:

- **The Original Sellers took significant steps to demonstrate the validity of their title, including proving the original deed plan was in their possession and was therefore used to obtain title to the Land.**
- **The Land was not available for allotment when it was allegedly allotted to the Sellers, as the Commissioner of Lands or any other authority lacks the power to allot land that is not**

available for allotment. The Land in 1997 was still under a lease set to expire in 2003. Therefore, no legitimate title could have been passed to the Appellant.

- **The Sellers did not possess the original deed plan and had falsely claimed to have misplaced it in order to fraudulently obtain a certified copy and, consequently, the title to the Land.**

Key takeaways

- Landowners should maintain proper records of all relevant land documents. The original deed plan played a crucial role in this case.
- A holistic approach to due diligence is essential, including site visits and verifying the root title. Continuous occupation by the Original Sellers of the property was a key point of evidence in this case.
- The importance of root title searches was emphasised, as seen in the *Dina Management Limited vs County Government of Mombasa & 5 Others (2023)* case, where the Supreme Court stressed the necessity of proving the root title and ensuring the acquisition was formal, legal, and free from encumbrances not recorded in the land register.
- Legal practitioners must adhere to the correct legal processes in land transfers, lease extensions, subdivisions, and changes of use.
- Inter-authority collaboration is needed to close loopholes in land transactions. For instance, in this case, Nairobi City County acknowledged it had no obligation to verify the authenticity of documents presented for development approval (even though the Appellant had obtained such approval to build apartments).
- Land rent and rates payments in the name of a person do not automatically prove ownership of the land title. These payments only demonstrate compliance with title conditions, not ownership.

- Fraudulent actors may exist within entities such as the Ministry of Lands, Survey of Kenya, and local authorities. Actors are forging deed plans, titles, allotment letters, transfer instruments, official stamps, official signatures therefore buyers should be cautious and ensure the root title of the land was legally and legitimately acquired.

This judgment serves as a crucial reminder for all stakeholders involved in land transactions to exercise diligence, transparency, and vigilance in ensuring the legality and legitimacy of property titles.

It's very important to note that after **this land was confiscated by the Uganda Government using the 1967 Constitution, effects 108,109 and 118 of the laws of Uganda and by the 1969 Public Lands Act**, the land in question has never been restituted to the legitimate landlord who is **His Highness Daudi Chwa and if dead his lineal descedants.** Instead of the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA,** disclosing the facts in their true substance and form as we have done here, they have chosen to misrepresent them and have finally thrown the Ugandan Populace into the hands of the brute fraudster **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** in a manner that amounts to **unjust enrichment.** With the above information in our ambit, **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA will be held liable for fraud while Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** claim will be rescinded in line with the principles of unjust enrichment.

Under Common law **professional negligence**, also known as malpractice, occurs when a professional fails to meet the standard of care expected of their profession, causing harm to a client or patient. To succeed in a negligence claim, a plaintiff must demonstrate that the professional owed a duty of care, breached that duty, and that the breach directly caused the plaintiff's harm. **The professional had a duty to act with a certain standard of care towards the plaintiff**. This duty arises from the professional's relationship with the client or patient, whether contractual or tortious. In the instant case the failure for **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Government Valuers and the Manager Land Management Unit**, **KCCA will make them liable for professional negligence.**

In the instant case, **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer and the Permanent Secretary** will want to claim that they are not directly liable for the offences of their juniors but they cannot run away from liability. The **Responsibility Corporate Officer Doctrine (also known as the RCO doctrine or the Park Doctrine)** is a legal principle that holds corporate officers accountable for the criminal actions of their company or its employees, even if they weren't directly involved in the wrongdoing. **Responsibility Corporate Officer Doctrine** applies to individuals in positions of authority within a company, who have the power to influence or prevent unlawful conduct. The key element is that the officer must have had a **"responsible share"** in the violation, meaning they were able to prevent or correct the unlawful action. Supreme Court's decision in **United States v. Dotterweich, 320 U.S. 277 (1943)** established the foundation for the RCO doctrine. The Supreme Court upheld Dotterweich's conviction even though he did not directly participate in the proscribed shipments. The Court reasoned that this was a public welfare offense where strict, vicarious liability was appropriate because the president of a company ought to be aware of the regulations associated with their business, and that the president was in a much better position than

members of the public to protect against the possible dangers of the product.**(Bonnie, R.J. et al. Criminal Law, Second Edition. Foundation Press, New York, NY: 2004, p. 266)**

So in the instant case **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Permanent Secretary, Andrew Nyumba should have known that this** was a public welfare offense where strict, vicarious liability was appropriate because the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Permanent Secretary, Andrew Nyumba** of the **Ministry of Lands, Housing and Urban Development** ought to be aware of the regulations associated with their business, and that the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Permanent Secretary, Andrew Nyumba** was in a much better position than members of the public to protect against the possible dangers that we are now seeing **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampla Land Title Forging Guru** taking Ugandans through where they own no land at all and they are putting unnecessary pressure of the Government of Uganda. After having discovered the problem we now provide a solution for it.

At this moment its clear that the **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Permanent Secretary, Andrew Nyumba aided and abated Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru** to come up with leases that are his basis of demand putting the Government of Uganda under extreme pressure where he has no land and at the same time disengaging the hawkers and vendors from their business locus in a manner that destroys public order. Aiding and abetting a crime means providing assistance or encouragement to someone else in committing a criminal act. "Aiding"

involves helping in the commission of the crime, while "abetting" focuses on encouraging or inciting the crime. Both can lead to accomplice liability and serious charges, even if the person doesn't physically commit the crime themselves. The words aiding, abetting and accessory are closely used but have differences. While aiding means providing support or assistance to someone, abetting means encouraging someone else to commit a crime. Accessory is someone who in fact assists "commission of a crime committed primarily by someone else. Everyone is a party to an offence who

(a) The elements necessary to convict under aiding and abetting theory are;-

i. That the accused had specific intent to facilitate the commission of a crime by another;
ii. That the accused had the requisite intent of the underlying substantive offense;
iii. That the accused assisted or participated in the commission of the underlying substantive offense; and
iv. That someone committed the underlying offense.

United States v. DePace, 120 F.3d 233 (11th Cir. 1997); United States v. Chavez, 119 F.3d 342 (5th Cir. 1997); United States v. Powell, 113 F.3d 464 (3d Cir. 1997); United States v. Sayetsitty, 107 F.3d 1405 (9th Cir. 1997); United States v. Leos-Quijada, 107 F.3d 786 (10th Cir. 1997); United States v. Stands, 105 F.3d 1565 (8th Cir.), cert. denied (October 6, 1997) (No. 96-9541); United States v. Pipola, 83 F.3d 556 (2d Cir.), cert. denied, __ U.S. __, 117 S.Ct. 183, 136 L.Ed.2d 122 (1996); United States v. Chin, 83 F.3d 83 (4th Cir. 1996); United States v. Lucas, 67 F.3d 956, 959 (D.C. Cir. 1995); United States v. Spinney, 65 F.3d 231 (1st Cir. 1995); United States v. Spears, 49 F.3d 1136 (6th Cir. 1995).

To convict as a principal of aiding and abetting the commission of a crime, a jury must find beyond a reasonable doubt that the defendant knowingly and intentionally aided and abetted the principal(s) in each essential element of

the crime. **United States v. Bancalari, 110 F.3d 1425, 1429 (9th Cir. 1997).** The government must prove that the defendant associated with the criminal venture, purposefully participated in the criminal activity, and sought by his actions to make the venture successful. **United States v. Landerman, 109 F.3d 1053, 1068 n.22 (5th Cir. 1997); United States v. Griffin, 84 F.3d 912, 928 (7th Cir.), cert. denied, __ U.S. __, 117 S.Ct. 495, 136 L.Ed.2d 387 (1996); Pipola, 83 F.3d at 562; United States v. Lucas, 67 F.3d 956 (D.C. Cir. 1995); Spinney, 65 F.3d at 238; United States v. Williamson, 53 F.3d 1500, 1515 (10th Cir. 1995); United States v. Roach, 28 F.3d 729, 736-37 (8th Cir. 1991); United S tates v. Ritter, 989 F.2d 318, 322 (9th Cir. 1993).** A defendant associates with a criminal venture if he shares in the criminal intent of the principal, and the defendant participates in criminal activity if he has acted in some affirmative manner designed to aid the venture. **Landerman, 109 F.3d at 1068 n.22.** The level of participation may be of relatively slight moment. **Leos-Quijada, 107 F.3d at 794.** Also, it does not take much evidence to satisfy the facilitation element once the defendant's knowledge of the unlawful purpose is established. **United States v. Bennett, 75 F.3d 40, 45 (1st Cir. 1996).** Its no longer a public secret that **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru** holds forged titles over the land for H.H.Daudi Chwa in Kisenyi over which he is sending the vendors and hawkers away and the evidence to prove the prior mentions has been clearly drawn and exhibited above. Its also evident that vides a valuation report that has been attached here on the same fraud and forgery were supported by **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Permanent Secretary, Andrew Nyumba** of the **Ministry of Lands, Housing and Urban Development** with an intention of defrauding the state Ugx 328 Billion or there about as seen in the report attached and this evidence is clearly placed before the **Government of Uganda technocrats who include but are not limited to the Executive Director for KCCA, The Attorney**

General of Uganda, The Minister of Finance and the Hawkers and Vendors Association Heads. Indeed with the above evidence now in our custody, the state can ably set up investigations that will subsequently subject the prior mentioned suspects to litigation in compliance with article 28 of the Uganda Constitution.

Presence in the commission of a crime might be evidence of aiding and abetting if the accused had prior knowledge of the crime, or if the accused had legal duty or control over the principal offender. In the instant case **Commissioner Land Registration, the Commissioner Valuation, the Principle Government Valuer, the Permanent Secretary, Andrew Nyumba** of the **Ministry of Lands, Housing and Urban Development** new that indeed, **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru** was pushing a dead deal where he owned no land at all but they coined up a valuation report with the intention of misleading the other Government technocrats that the man had a genuine claim where none existed based on documents whose substance does not meet the due diligence disclosure requirements that have been disclosed by the supreme court in the recent case of **Torino Enterprises Limited v Attorney General (Petition 5 (E006) of 2022)** and similar pronouncements have been done by the high court in **konda Zimula v Byarugaba & anor (H.C.C.S. No. 66 of 2007) [2014] UGHCLD 68 (10 November 2014). Aiding and abetting** is an additional provision in criminal law, for situations where it cannot be shown the party personally carried out the criminal offense, but where another person may have carried out the illegal acts as an agent of the charged, working together with or under the direction of the charged, who is an accessory to the crime. **(Uganda Vs Adeka Judith Margaret and 2 others, Criminal case no. 66/2017)** To convict as a principal of aiding and abetting the commission of a crime, a jury must find beyond a reasonable doubt that the defendant knowingly and intentionally aided and abetted the principal(s)

in each essential element of the crime. **United States v. Bancalari, 110 F.3d 1425, 1429 (9th Cir. 1997).**

SOLVING THE LAND TITLE PERFECTION AND EXECUTION THROUGH DOING RESTITUTION AND THE CORRECTION OF THE REGISTER TO SUPPORT TRUE OWNERSHIP OF THE LAND IN QUESTION BY THE COMMISSIONER LAND REGISTRATION and SUBSEQUENTLY LEASING IT TO THE GOVERNMENT OF UGANDA IN COMPLIANCE WITH THE APPLICABLE JUST LEGAL FRAMEWORK.

As construed from the copy of will for the Late H.H.Daudi Chwa for which you are now privy, please note that all unwilled land and all the land that was left under leases was allotted to the **late Omulangila George William Mawanda who is the father of Omumbejja Faridah Mpologoma and others** who will be disclosed upon request. The family is aware of the plight of the Hawkers and Vendors who have been occupying the land in question and it's also aware of the **National Development Plan IV** which is the national road Map for development.

It's for the good of the nation that the family of the **late Omulangila George William Mawanda who is the father of Omumbejja Faridah Mpologoma with the consent of all the others who are part of the family** sit with the **Uganda Government and forge the best way, terms and conditions of leasing the said land** can be done for the benefit of the vendors and hawkers whose plans that have been presented and are worth considering for the development of the nation.

On the same, it also becomes proper that **Boost Investments Limited Of P.O.Box 30172, Kampala Registered On The 21st Day Of August 2009 At 10.44 Am Under Instrument Number Kla 4269 And Bosco Muwonge A Kampala Land Title Forging Guru** and others that are part of the scheme of fraudulent contrivance that hatched up the scheme of defrauding the Government **Ugx 325,183,000,000/-(Uganda Shillings Three Hundred Twenty Five Million, One Hundred and Eight Three Million)** using the forged leases and titles that you are now privy too that we have found and proved forged for the good of the nation.

With this done, we would have unearthed one of the countrys most brazen frauds and white collar crimes.

For God and My Country

THE END

c.c Minister of Kampala
c.c The Lord Mayor
c.c The Internal Audit department, KCCA
c.c The Auditor General
c.c The Minister of Finance
c.c The Attorney General MOJCA
c.c Permanent Secretary/Secretary to the Treasury,MOFPED
c.c Executive Director,KCCA
c.c Buganda Kingdom
c.c David Wasajja
c.c Boost Investments Limited

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